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• The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

All letters intended for publication must be authenticated by the name of the writer.

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### Current Topics

The New Land Transfer Rules.

ATTENTION should be drawn to the notice issued by the Land Registry, which is printed elsewhere, relative to applications for registration after the 1st inst.

#### The New County Court Judge.

MR. JOHN CAMERON GRAHAM, K.C., has been appointed Judge of County Courts (Circuit No. 11) in place of His Honour Judge Bompas, K.C., who has tendered his resignation. Mr. Graham was called to the bar in 1879, and has been a member of the Northern Circuit.

### Summary Procedure in the Mayor's Court.

WE PRINT elsewhere a set of rules which have been made for the Mayor's Court of London with a view to enabling judgment to be obtained summarily in cases where the defendant has no answer to the claim. The term "default plaint" is introduced in analogy to a default summons in the county court, and, like such summons, it must be served on the defendant personally. At the time of issue the plaintiff will lodge with the registrar an affidavit in the prescribed form, verifying the debt and stating that there is no defence. The defendant can avoid summary judgment either by paying the amount claimed into court, or by filing an affidavit that he intends to defend the action, and has a good defence on the merits, and stating shortly the grounds of his defence, or stating that he has a counterclaim or set-off, and the grounds on which it is based. In default of his adopting one of these two courses within eight days of service, the plaintiff will be at liberty to sign judgment for the amount of the claim and costs. Where the defendant pays the amount claimed into court, or field the action and give directions as to its further conduct. But a default plaint is not to be issued against a defendant who is a domestic or menial servant, or a workman. The new rules will doubtless add to the efficiency of the Mayor's Court, but it may be questioned whether there is any reason for perpetuating a jurisdiction which is intermediate between the High Court and the county court. It will tend to the simplification of legal process if these are the only two tribunals recognized, and doubtless that is the result at which reform will arrive in course of time.

The New County Court Rules.

THE SET of new County Court Rules, which we printed last week (ante, p. 148), and which came into force on the 1st inst., are concerned only with matters of detail, and do not make any change of importance in county court procedure. Under section 74 of the County Courts Act, 1888, an action must in general be commenced in the district where the defendant is then residing or carrying on business, but leave may be granted to commence it in certain other specified districts. Under ord. 5, r. 13 (10), special regulations are made as to granting leave where the proposed defendant is a servant or workman. A new clause is added by the new rule 1 so as to facilitate granting the leave where the debt is not disputed. Rules 12 to 15 of order 12 allow of the postponement of the trial of an action under certain specified circumstances. The new rule 3 provides generally that, although there are no such circumstances, the court may on the application of any party make an order postponing or adjourning, for good cause, the trial of any action on such terms as to costs or otherwise as may be just. It is already provided by ord. 16, r. 21, that disobedience to an order for interrogatories on discovery of documents may be punished by attachment. The new rule 4 adds the requirement that an indorsement to this effect shall appear on the order. This is in accordance with the practice in the High Court. The new rule 5 introduces uniformity of practice as to the issue of judgment summonses and warrants of execution against goods. In general these remedies are not available concurrently, and under ord. 25, r. 38, where a judgment summons is issued, any outstanding warrant of execution against goods must be lodged in court. It is now provided conversely that, where a judgment summons has been issued, a warrant of execution against goods of the debtor shall not be issued except by leave of the judge. The new rules 7 to 10 deal with interpleader, and enable an execution creditor, where a claim to the goods is made by a third party, to request the bailiff to withdraw, and so to avoid interpleader proceedings, without formally admitting the third party's claim. The new rule 11 prescribes the form of judgment under the summary procedure in the county court on the Bills of Exchange Act, 1855, and the new rule 12 prohibits person under sixteen years of age from serving county court process.

### Acts which Came into Operation on the 1st of January.

SEVERAL OF the statutes passed in the year 1908 came into operation on the 1st of January. Of these the following were passed before the recess: Costs in Criminal Cases Act, 1908 (8 Ed. 7, c. 15), which consolidates and amends the law relating to the payment of costs in criminal cases; section 5 of the Finance Act, 1908 (c. 16), which reduces the ad valorem stamp on voyage policies from 3d. to 1d.; the Naval Marriages Act, 1908 (c. 26), which enables sailors in the navy to have the banns of marriage published on board ship; the Married Women's Property Act, 1908 (c. 27), which renders a married woman having separate property liable for the maintenance of her parents as if she were a feme sole; the Agricultural Holdings Act, 1908 (c. 28), and the Small Holdings and Allotments Act, 1908 (c. 36), which respectively consolidate the earlier statutes with corresponding titles; and the Friendly Societies Act, 1908 (c. 32), which makes amendments in matters of detail in the Act of 1896. The statutes which have been passed in the autumn session, and to which the Royal Assent was given on the 21st of December, have not yet been issued, but we believe that only two came into operation on the 1st inst.—the Companies (Consolidation) Act, 1908, which is understood to be a purely consolidating statute, and the Poisons and Pharmacy Act, 1908, which introduces a new schedule of poisons in lieu of that contained in 31 & 32 Vict. c. 121, and requires chemists and druggists' businesses to be carried on, so far as practical work goes, by properly qualified persons. The following of the recent Acts also are already in operation: the Criminal Appeal (Amendment) Act, 1908, which afters the composition and staff of the Court of Criminal Appeal; the Local Authorities (Admission of the Press) Act, 1908; the Appellate Jurisdiction Act, 1908, which introduces colonial judges as assessors to the Judicial Committee, and makes all judges of the High Court available to assist the Court of Appeal; and the was made over to Sir Hugh Myddelton in 1631 in consideration

Public Meeting Act, 1908, which, though passed to meet a temporary difficulty, will probably be in considerable use during Parliamentary elections. The Children Act does not, it is believed, come into operation till the 1st of April, 1909; and the Prevention of Crimes Act not till the 1st of August.

### Building Schemes and Restrictive Covenants.

OF RECENT YEARS the reports have frequently contained cases on the effect of building schemes in making covenants run with the land in equity, so as to be enforceable as between different purchasers of land subject to the scheme. The recent decision of the Court of Appeal in Elliston v. Reacher (1908, 2 Ch. 665) does not appear to add anything new to the law of the subject, for, as COZENS-HARDY, M.R., observed, it was perfectly clear that, at the time when the estate in question first began to be developed, there was a common building scheme in existence. If successive purchasers purchased on the faith of this building scheme and covenanted to observe it, then there is no doubt that, according to the accepted doctrine, they purchased also the benefit of the covenants as against other purchasers. The peculiarity of the present case was that the covenants were reduced into the formal shape of an indenture to which the various purchasers were intended to be parties, and which it was intended that they should execute. In fact, however, the deed, after being engrossed, dated, and stamped, was kept in the custody of the vendors, a building society, and was never executed by any person. Each conveyance to a purchaser, however, referred to it, and the purchaser covenanted that he would observe the building stipulations contained in it. One of these forbade the use of any building on the estate as a hotel without the vendors' consent. A building on one of the lots was used as a hotel without this consent being obtained, and the purchaser of another lot was held to be entitled to an injunction. The Court of Appeal attached no weight to the circumstance that the "indenture" had not been executed, nor to the fact that the vendors reserved power to dispense with the restrictions as to any part of the estate. On the latter point FARWELL, L.J., pointed out that in Osborne v. Bradley (1903, 2 Ch. 446), which had been quoted to shew that such a reservation excluded liability founded on the building scheme, he had treated it as only one element to consider when the court had to ascertain as a matter of fact whether there was or was not a scheme. In the present case the existence of the scheme was clear, and it was clear also that the successive purchasers had covenanted to observe it.

### "Shares" as Realty.

THE QUESTION of the precise nature of the property conferred by ownership of a share in the New River Company—technically known as The Governor and Company of the New River brought from Chadwell and Amwell to London—has been raised in Adair v. New River Co. (Limited) and the Metropolitan Water Board (Times, Dec. 21). The actual point at issue was whether a certain annual payment of £400 (originally £500), known as "The King's Clogg"—the "King" being CHARLES I. was a rent charge issuing out of certain of the shares in the New River Company so as to constitute an existing charge in favour of the plaintiff within the meaning of the Metropolitan Water Act, 1902. In order to decide this, the history and nature of the undertaking known as the New River Company had to be inquired into, and one result of the case has been to throw some light on the juridical position of shares in the New River Company. The decision of Warrington, J., in favour of the plaintiff was upheld in the Court of Appeal, the judgment of the Master of the Rolls and FARWELL, L.J., being delivered by the latter, and FLETCHER MOULTON, L.J., dissenting. As reported, this dissenting judgment is somewhat difficult to understand. FLETCHER MOULTON, J.J., said that the case "rests on broad principles and not on technicalities of conveyancing or the law of real property," and he held that the King's Clogg related only to the profits of the company and was not a rent-charge issuing out of realty. FARWELL, L.J., began his judgment by pointing out that shares in the New River Company had always been considered to be realty. Half the shares in the

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of a covenant by the latter to pay to his Majesty, his heirs and successors, the yearly rent of £500. Out of what did this rent issue ? Clearly, said FARWELL, L.J., out of realty; the effect of the deed of 1631 was "to create a legal rent-charge of £500 a year issuing out of, and charged on, the undivided moiety of real estate, issuing out of, and charged on, the undivided molety of real estates, and of the profits thereof, conveyed by the King to Sir Hugh... a rent-charge charged on the fee." This rent charge constituted "the King's Clogg," now vested in the plaintiff. With respect to the property on which the "clogg" was a charge, the case of Bligh v. Brent (2 Y. & C. Ex. 268) was cited, and a mistaken reference there to the Corporation of London was corrected: the state ments in that case were, however, fully adopted by FARWELL, L.J., to the effect that the land over which the New River flowed was not vested in the corporate body, but in the individuals-"the corporation was incidental to the purposes of management only, and was not seised of the land, the individual corporators have the property, the corporation have only the management

#### The Decision of the Court of Appeal.

THIS VIEW of the nature of New River shares certainly is not the view suggested by the somewhat scanty references to the subject in the text-books. New River shares are usually mentioned only to point out that they constitute an exception to the general rule that shares in companies owning canals, railways, &c., are personalty and not realty: see, for instance, Lindley on Companies (6th ed.) 630, note (a). In the more recent editions of Williams on Real Property the statement as to New River shares being realty is supplemented by the insertion of the words "and in one or two more of the older companies": see 20th ed. 30, note (r). One instance of these "older companies" is to be found in the case of Buckeridge v. Ingram (2 Ves. jun. 652), where shares in the Avon Navigation were held to be real estate, and only disposable by will duly attested to pass realty. This case was avowedly decided by Sir R. P. ARDEN on the analogy of the New River undertaking, and was treated by him as a stronger case than the latter; "this Act cannot be construed to have taken out of the proprietors and given to this corporation the soil, but it has given them a right in and over the soil, and certain real rights arising in and out of the soil." This statement may require modification at some future time. In the recent case FARWELL, L.J., thus summed up his views as to the property of owners of New River shares: "The result is the same as if there had been a conveyance in fee of land, as to one moiety thereof to the use of the King, his heirs and successors, and as to the other moiety thereof to the use of the said adventurers, their heirs and assigns, as tenants in common, with a provision for the irrevocable appointment, on behalf of all, in perpetuity, of a reeve or bailiff to manage the estate, make all necessary disbursements, and divide the net residue among the owners. The case is similar to that of mines worked by co-owners without partnership, where the real estate is not partnership property." We should add that a learned correspondent who disapproves of the decision of the Court of Appeal says: "It might have been supposed that this liability to the King's Clogg would be specifically dealt with in the arbitration, and if the Water Board gave a less price for the New River Company's undertaking on account of the King's Clogg, the present decision is, of course, not open to criticism. But what was done at the arbitration does not seem to have been in evidence, and if the item really was considered, this question of legal liability ought to have been settled at that time. As matters now stand, it looks as if the ratepayers of the metropolis generally were required to pay an extra £400 a year for the benefit of some of the shareholders in the New River Company."

#### Contract for Engagement of Monthly Nurse.

A CASE of considerable importance to nurses and their free at that time; and the plaintiff was finally engaged for a month | the deceased person and the forfeiture of his estate.

commencing "about the last week in May or the beginning of June." In April the defendant's wife suffered from illness and was prematurely delivered of a child on the 2nd of May. At was prematurely delivered of a child on the 2nd of May. At that date the plaintiff was engaged on another case, and another nurse had to be engaged. On the 4th of May the defendant wrote to the plaintiff informing her of the premature birth of the child and telling her "that her services would not be required next month." To this the plaintiff replied that she would see what could be arranged and would try to obtain another case. She was, however unable to do so and at the end of June she wrote to the however, unable to do so, and at the end of June she wrote to the defendant informing him of the fact and claiming her agreed fees for the month. The defendant declining to pay, the plaintiff brought her action against him, claiming as damages for the breach of her contract the amount of her fees. At the hearing it was argued on her behalf that the contract was an absolute contract for the nurse to keep herself free to render certain services for a month from the agreed time, and that she had fulfilled her part of the contract by keeping herself free. It was further argued that the happening of the birth of the child at an earlier date was not such an occurrence as would render the performance of the contract impossible, and that, the contract being a positive one, there could not be imported into it a condition that because of the birth not happening at the exact date expected, the defendant was freed from his liability to pay. Reliance was placed on the case of Herne Bay Steam Boat Co. v. Hulton (1903, 2 K. B. 683), where a steamship was engaged to take passengers to a naval review for a stipulated sum, payable in advance, and it was held that the happening of the review was not the basis of the contract. The judge held that the basis of a contract such as that of the nurse must be taken to be the birth of the child about the calculated time, and that the birth in this case having taken place before-hand, owing to no fault of either party, the contract came to an end at the date of the birth. He accordingly gave judgment for the defendant. This decision has been criticized in some of the medical periodicals, but it appears to us to be quite satisfactory and in accordance with the reasoning in Krell v. Henry (1903, 2 K. B. 740). The condition of the wife's health was surely part of the bargain, just as much as the health of the nurse, which might have disabled her from giving her services at the time appointed. The contract was, we may assume, liable to be terminated by the death of either party before the beginning of June, and if it could be terminated by death, we cannot see why it should not equally be terminated by an event beyond the control of the parties. It has more than once been said that these cases must depend upon their special circumstances, and the present case is a good example of the truth of this observation.

#### Felo-de-se.

AT AN inquest held recently in a case of suicide the foreman asked the coroner if he did not think that a large number of those who destroyed themselves were really of sound mind, and that the verdict of "temporary insanity" was often unjustifiable. The coroner agreed that sane men often committed suicide, and inasmuch as their act was by the law of England a crime deserving of punishment, the proper verdict was fela-de-se. We do not know whether statistics shew an increase in the rate of suicides, but it may readily be believed that the percentage is likely to increase owing to the practice of giving full reports in the newspapers of the proceedings at coroners' inquests. Any one who makes suggestions for the repression or abatement of suicide is liable to be compared to the personage in "The Chimes," of Charles Dickens, who proposed to "put down suicide." But we venture to say that the publications of these reports, and the expressions of sympathy with the relatives and friends of the unfortunate persons who have died by their own hands, are not without effect in inducing others to make attempts upon their lives. And we should welcome any change in the taste of newspaper readers employers was tried some little time ago, before the judge of the Bristol County Court. The defendant's wife wrote to the plaintiff, a certificated monthly nurse, in the early part of last year, that she was expecting her confinement about the beginning of June, and asking her if she would be free at that time; and the relaintiff was finally exceeded for a result.

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#### Action by a Beauty Specialist.

It is part of the duty of the judges of the French Republic, who decide questions of fact as well as questions of law, to tax the bills of all sorts and conditions of contractors, artists and workmen. - In the exercise of this duty, they had to consider, a few days since, and without any assistance from a jury, whether the claim of a beauty specialist for the value of her services was a reasonable one. She sought to recover in the Sixth Chamber of the Tribunal of the Seine 6,760 francs as the price of her treatment for the improvement of the complexion of a lady in Paris. The avocat for the defendant insisted that the claim was an exorbitant one. The plaintiff claimed at the rate of 50 francs for each attendance, and, inasmuch as there were three of these attendances a week, her charges amounted to 600 francs a month. The fees of medical practitioners had been sanctioned by legal tribunals and amounted at the present day to five francs a visit in the case of an ordinary practitioner, ten francs in the case of a hospital physician, twenty francs in that of a professor of the faculty, but the courts could not be asked to put the charges of a face masseuse on the same footing as the fees of a learned physician. For the plaintiff it was contended that she was not only an artist of remarkable gifts, but that her work was so laborious that it often required long periods of repose. She was of good social connections; had a diploma for midwifery and had served with distinction in two hospitals in Paris. The court considered that the claim was excessive, and reduced the bill from 6,760 to 1,200 francs. The principle upon which the sum awarded was ascertained does not appear.

#### The Lack of Thrift in Lawyers.

THE SPEECH of Lord ROSEBERY upon the virtue of thrift, and of the example to be learned from great men in this respect, may remind us that this virtue has not always been conspicuous in the lives of eminent lawyers It would be easy to refer to instances within living memory of successful advocates who have passed the last years of their lives in hopeless penury. But if we go back to the early part of the last century, we find Lord Abinger, in his autobiography, telling us that, though he always lived within his income, yet he had saved very little of it, and had been able to make only a slender provision for his family. Lord ERSKINE, about the same time, after twenty-eight years of a lucrative practice, found himself in embarrassed circumstances. of an engrossing profession may sometimes prevent the successful lawyer from exercising a proper supervision over his affairs, but it must not be forgotten that his success often brings him into a circle whose scale of expenditure is greater than that to which he has been accustomed, and that the interval during which his gains reach their highest figure is often one of short duration. He is under a sort of compulsion to live expensively and at the same time to endeavour to lay the foundations of the prosperity of his descendants, and we cannot be surprised that this effort is often unsuccessful.

### Sessions House for London.

A CORRESPONDENCE has lately appeared in the daily papers upon the question whether it is desirable that all prisoners committed for trial in London should be tried at the New Sessions House in the Old Bailey by the Central Criminal Court. There appears to be good ground for contending that the business now transacted by the courts at Clerkenwell, Newington and Westminster could be disposed of by the Central Criminal Court; but with regard to the work involving the services and accommodation of a large staff of officials, the case is different. The question arises whether other arrangements could be made for the housing and accommodation of this staff. With regard to this question, it may be worth while to consider the history of the offices in the Royal Courts of Justice. These offices occupy a large amount of space, are not easily accessible, and have to some extent encroached upon the room available for the trial of causes. Many of the officials might have been accommodated with comparative cheapness in a separate building. It may well be doubted whether much is to be gained by a pedantic adherence to the notion that courts and offices should form part of the same building.

Packing of American Courts.

WE HAVE heard that Americans are extremely sensitive to criticism, but they are not afraid, when occasion arises, of speaking strongly against abuses in the government of the States. We extract the following passage from a recent address delivered by President Eliot, of Harvard University, on "Lawlessness," before the Civic Forum, Carnegie Hall, New York: "Government agencies themselves have often fostered lawlessness. Thus States have underbid other States, offering easy terms of incorporation. Executives have complained of court decisions and have reproached judges for giving decisions contrary to the policies of the executives. Courts have been packed by executive appointments in order to procure from those same courts subsequently decisions in conformity with the wishes or opinions of the executives. Courts themselves have contradicted each other, have given decisions on technical grounds without expressing an opinion on the merits of the case, have divided as evenly as possible upon important questions, and have brought courts into contempt by long delays, by reversals of judgment, and by multiplied appeals from court to court. Whenever through any of these causes failure of justice occurs, the courts are brought into contempt and the spirit of lawlessness is fostered." Insufficiency of police protection and laxity in enforcing the restrictions imposed upon business corporations are other evils which are denounced by the learned

# Effect of an Award Based on the Existence of a Trade Custom.

A VERY interesting point as to the effect of the incorporation of a custom in a contract was raised by the case of Re North-Western Rubber Co. (Limited) and Huttenbach & Co. (1908, 2 K. B. 907), and the difference of opinion exhibited in the Court of Appeal, following a similar difference of opinion in the earlier case of Hutcheson v. Eaton (13 Q. B. D. 861), makes it worth while to consider these authorities. The question involved in each was the jurisdiction of an arbitrator to decide upon the existence and effect of a custom which one of the parties before him sought to incorporate in the

contract which was the subject of arbitration.

It has long been settled law that a contract is not necessarily conclusive as to the whole of the terms by which the rights of the parties to it are to be determined. If there is a custom or usage affecting the subject-matter of the contract of which they may be taken to have cognizance, and the contract is silent as to the particular point with which the custom or usage is concerned, then it is permissible, subject to certain restrictions, to read the contract as though the custom or usage were incorporated in it. "It has long been settled," said PARKE, B., in Hutton v. Warren (1 M. & W., p. 475), "that in commercial transactions extrin-ic evidence of custom and usage is admissible to annex incidents to written contracts, in matters with respect to which they are silent. The same rule has also been applied to contracts in other transactions of life, in which known usages have been established and prevailed; and this has been done upon the principle of presumption that in such transactions the parties did not mean to express in writing the whole of the contract by which they intended to be bound, but a contract with reference to those known usages." It is essential, however, that the custom or usage which it is sought to introduce shall not contradict or vary the written contract; and though it may add a term to that contract, yet the stipulation so added must not deal with a new matter; it must be merely incidental to some matter which is actually regulated by the contract. As it was put in Phillipps v. Briard (1 H. & N., p. 27), the custom may explain the contract by evidence of something incidental to it; it may not introduce another and different contract.

What, then, is the function of an arbitrator to whom a dispute on a contract is referred if one of the parties sets up a custom for the purpose of adding an incident to the written contract? At first sight it would seem that, since the contract between the parties consists of the written contract as explained by the custom, the whole matter is for the arbitrator to adjudicate upon, and that, subject to the ordinary rules as to questioning an award, his award is con-

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Jan. 2, 1909.

clusive both as to the existence of the custom and as to its effect upon the contract, and of this opinion was FRY, L.J., in Hutcheson v. Eaton

(supra). There a contract for a sale had been made by brokers without naming their principals. Subsequently they named their

principals, and upon a claim being made against them under the contract, they set up a custom of the trade, that, if the brokers

disclosed the names of their principals, the brokers were not liable

on the contract. The claim was referred to arbitrators appointed

by the General Brokers' Association in Liverpool, and the

arbitrators adopted the custom and found in favour of the brokers.

The purchasers did not attend the arbitration, and subsequently

brought an action to enforce their claim. On the hearing of the

action the jury found that the alleged custom did not exist, and judgment was given in favour of the plaintiffs, the purchasers.

In the Court of Appeal the question was whether the

included a decision as to how the written contract was affected by the alleged custom. "In every case," he said, "in which the

contract is coloured by custom, it must be necessary for the arbitrator to determine what is the custom which so affects the

contract, and therefore it must be competent for him, whenever

the dispute arises upon the contract, to ascertain the true interpretation of the contract, having regard to all the surrounding circumstances and having regard to all customs, if any, which

But Brett, M.R., and Bowen, L.J., took the opposite view, and considered that a decision as to the existence of the custom was

outside the jurisdiction of the arbitrators. The question, observed the Master of the Rolls, was whether the arbitrators "had any

jurisdiction to inquire into the existence of that custom or not,

and he held that they had not. As long as the dispute touched

only the written contract they had jurisdiction to deal with it;

but when a custom was set up which affected the written contract,

then to inquire into the custom was to inquire what the contract was, and this was outside the reference. "The only matter," he said,

"which they had authority to decide was any question arising on

the contract itself, but they have taken on themselves to decide what the contract was in order to give themselves jurisdiction to decide what the rights of the parties were." The point decided

being thus outside their jurisdiction, the award was a nullity, and

consequently it was no bar to the action. And Bowen, L.J.,

agreed, upon the ground that an arbitrator could not read into the contract a non-existent custom in order to give himself

It is possible that the decision of the majority of the Court of

Appeal in Hutcheson v. Eaton (supra) involved some confusion as

to the real scope of the reference to arbitration. It is probable

that the parties intend any question affecting their rights under

the contract to be included in the reference; and a dispute as to the existence of a custom which may affect the contract, and consequently the rights of the parties, seems to be as suitable for reference as any other matter. And if the arbitrators find that a custom exists which a jury afterwards find does not exist, it is not plain why the validity of the award should be affected. judgments above referred to seem to treat the finding of the jury as something sacred, or at least as involving some special certainty. But the finding of the arbitrators is just as likely to be rightprobably more likely—and at any rate this is the tribunal that the parties have chosen. In the present case of Re North-Western

Rubber Co. (Limited) and Huttenbach & Co. (supra) it was somewhat difficult to raise the question again after the decision in Hutcheson v. Euton, but that that decision is not altogether satisfactory appears from the fact that BUCKLEY, L.J., questioned it, and the majority-VAUGHAN WILLIAMS and FLETCHER MOULTON, L.JJ., -though they followed it, yet found it necessary to qualify the proposition that the arbitrators had no jurisdiction to inquire into

affect the construction or alter the terms of the contract.

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jurisdiction.

the existence of the alleged custom.

In the present case there had been a contract for the sale of

goods when tendered on the ground that they were not in accordance with the contract. On a reference to arbitration the arbitrators found that there was a custom that inferior goods must be accepted subject to an allowance, provided the inferiority was not excessive or unreasonable, and they made an award accordingly. In reliance on *Hutcheson* v. Eater (supra) the

purchasers moved to set aside the award, and succeeded in the Divisional Court (PHILLIMORE and WALTON, JJ.). In the Court of Appeal, also, that case was treated as conclusive, though BUCKLEY, L.J., intimated that he preferred the view of FRY, L.J.,

WILLIAMS, L.J., and MOULTON, L.J., considered that the judgments of the majority in *Hutcheson* v. *Eaton* were wrong in removing the alleged custom altogether from the jurisdiction of the arbitrators. It was the

duty of the arbitrators to examine into the custom, and, if they found it existed, to give an award on this footing. As to the exist-

existence of the custom could be called in question after the award of the arbitrators. Fry, L.J., held that it could not, upon the ground suggested above. The reference to ence of the custom, however, the award is not final. It is open to the unsuccessful party to the reference to question the finding at law, and if at this stage he succeeds, then the award is a nullity. the arbitrators was to determine a "dispute arising upon the contract," and it was for the arbitrators to decide what the contract was and what were the rights of the parties under it. This In other words, when a custom is set up, an award based upon

the existence of the custom is contingent upon such existence being verified in subsequent proceedings. "The truth of the matter," said VAUGHAN WILLIAMS, L.J., "is that, if the custom is not contrary to the tenor of the contract, the arbitrators would be

acting within their jurisdiction and would be doing no wrong if in the first instance they heard evidence and decided whether there was a custom or not."

The result is that, in the not uncommon case of a reference to arbitration of a dispute on a contract and the setting up of a custom to annex a stipulation to the contract, it is impossible for the parties to rely upon the arbitration as excluding subsequent litigation; in other words, the very object of the arbitration is defeated. While allowing full weight to the arguments in the judgments of the majority of the Court of Appeal in the two cases which we have been considering, it is difficult to avoid the conclusion that they are due to over-refinement. The law allows a custom to be incorporated as part of a contract, where it is not excluded expressly or by implication. When, therefore, a dispute on the contract is referred to arbitration, there seems to be in the nature of things no reason why the arbitrator should not ascertain the existence of the custom and its effect on the contract, and why his award, so made, should not be as conclusive as on any other matter arising on the contract. He may, in the opinion of judges before whom the matter is subsequently brought, have gone wrong, but this is immaterial. The parties have chosen

# The French Civil Code for

dispute should, it is submitted, be decided.

their own tribunal, and by that tribunal the whole matter in

English Readers.\* MR. BLACKWOOD WRIGHT'S work is a welcome addition to the existing translations of the French Civil Code. He tells us in his preface that the book is the result or three years' work while Chief Justice of Seychelles, all his time not actually occupied on the bench being devoted to it. He gives as reasons for the study of French law the facts that in some of our possessions British citizens who are not of French origin are governed by it, and that our close commercial relations with France make it almost essential that the large numbers of merchants trading with that country, or who have entered into yet more intimate relations with French citizens, should be able to obtain a knowledge of the code.

The facts which led to the codifying of French law are tolerably well known. The kingdom of France before the days of the Great Revolution had no uniform system of law. The country was divided into the region of written law (founded to a great extent upon the ancient Roman law), a region which included the southern provinces; and the region of customary law, comprising the northern provinces of the kingdom. Those laws had from time to time been supplemented by a number of royal ordinances which applied to the whole territory. The customs forming the customary law were said

goods by description, and the purchasers declined to accept the wright, LLD. Stevens & Son (Limited).

to include sixty general, and three hundred local, customs. The uncertainty arising from this conflict of laws may be imagined. It was said that, wholly irrespective of any question of venue, an action might fail or succeed according to the law of the province in which it was commenced, and there was some ground for the sarcasm of Voltaire, that a traveller in France had to change his laws as often as he changed his horses. We in England, more than a hundred years later, are resigned to a system by which Scotland, the Channel Islands, and the Isle of Man have all laws of their own which remain a sealed book to those who inhabit the Metropolis and the different English counties; but the French nation, at the time when Napoleon assumed office as First Consul, was of one mind in asking that the whole of France should be governed by the same collection of laws. The energy of the First Consul gave effect to this wish. A commission, consisting of four eminent magistrates, examined the different systems prevailing in France, and drew up a code which, after having been submitted for revision to the judges of the Court of Cassation and of the Courts of Appeal, was brought before the Council State over which the First Consul presided in person. The deliberations of this council were soon over, and the code (subject to alterations to which we shall hereafter refer) has ever since continued to be the law. It is divided into three books: the first relating to persons and the enjoyment and privation of civil rights; the second persons and the enjoyment and privation of civil rights; the second to property and its different modifications; and the third to the different modes of acquiring property. There is also a preliminary title relating to the promulgation, effects and application of laws in general. The whole code, with its 2,281 paragraphs, is printed in France in a small pocket volume of 283 pages; Mr. WRIGHY'S translation, with its larger type and index, making up 480 pages.

So much for the history of the code. It is a surprising feat of So much for the history of the code. It is a surprising feat of legislation which has perhaps received extravagant praise, and it must be admitted that Englishmen, as a rule, have little acquaintance with it. Many of them do not know enough French to read the original work, and the translations which have hitherto appeared give no extracts from the numerous commentaries upon the text. With regard to these commentaries it is not disputed that the codifiers did their work in a hurry. Part of it was imperfect, especially that relating to the law of mortgages, and its general rules, expressed with what has been called a "fallacious brevity," are often of little assistance in the solution of projute of difficulty. rules, expressed with what has been called a "fallacious brevity," are often of little assistance in the solution of points of difficulty. Interpretation clauses had not grown up in the days of the Revolution, and it is to be regretted that the enactments are not illustrated by concrete examples, as are the Indian Codes of MACAULAY and STEPHEN. The imperfections of the code have, however, been liberally amended by subsequent legislation, and a number of commentators, in separate editions of the code, have appended their notes to the different paragraphs in which they place before the reader the learning to be gathered from the different text-books and the decisions of the judges. A translation with extracts from the commentaries is more likely to gain the attention of English readers than a dry version of the collection of rules.

Mr. Wright's notes appear to us to be of great value. They are clear and practical, and have certainly instructed us on many points of French law and procedure of which we were wholly ignorant. With the greatest consideration for work done in a tropical climate, we can only regret that these notes are not more numerous. A close examination of Mr. WRIGHT's translations would occupy more space than is at our disposal. The difficulty of finding the exact equivalent in the English language for many expressions in French law is great, and Mr. Weight is often obliged to invert the order of sentences and ceasionally he passes over a word in the original as being superfluous. Elegance has to be sacrificed to exactness, but Mr. WRIGHT, in our opinion, has produced a correct version of the code. The preliminary title—as to the promulgation, effects, and application of laws—appears to us to be more carefully rendered than in previous translations, and the notes appended to it are of great practical utility. The earlier chapters of the first book "Of Persons," shew the copious amendments of subsequent enactments. The titles relating to marriage and divorce are of peculiar interest to English practitioners in the Divorce Court, who are often required to consider questions of French law. The French Law of divorce being modern, there is little assistance from commentators—a fact which enoccasionally he passes over a word in the original as being superfluous. consider questions of French law. The French Law of divorce being modern, there is little assistance from commentators—a fact which enhances the value of the notes supplied by the translator. The law of domestic relations, and in particular the part concerning prodigals, is of general interest. The second book, concerning property and ownership, may be illustrated by the Roman law, especially the part relating to easements.

where the constraint of the relating to the code, which relating to successions is probably of less practical interest to English lawyers than other parts of the code, but they will be glad to read the notes appended to it, which explain the object of some of the provisions. But the remaining titles of the code, which relate to contracts or obligations generally, and to the different ways by which ownership may be acquired, may often be consulted with advantage

by those who have to inquire into some doubtful principle of English law. The classification of contracts is theoretical rather than praclaw. The classification of contracts is theoretical ratner than practical, and one is a little disposed to be surprised that it obtained the sanction of the impatient soldier who presided over the Council of State. The sections relating to consent, capacity, damages, the rules of construction, conditions, payment, tender, the authentication of documents, and the rights of husband and wife are liberally supplied to the chapters on sale, hiring, loan, pledge and deposit with notes. The chapters on sale, hiring, loan, pledge and deposit are fully explained. One cannot but be surprised at the small space assigned by the code to the important subject of agency, as contrasted with the numerous provisions relating to suretyship. Good assistance is given to us in following the closing titles relating to priorities

We part from Mr. Wright's book with regret. We are quite sure that the reader will derive from it a knowledge not merely of French law, but of the general principles which are the foundation of the legal systems of most of the States of Europe.

### Reviews.

### Book of the Week.

The Law of Employer's Liability and Workmen's Compensation. Fourth Edition. By THOMAS BEVEN, Barrister-at-Law. Stevens &

### New Orders, &c.

Land Registry.

LAND TRANSFER ACTS, 1875 AND 1897, GENERAL RULES AND FEE ORDER OF 1908.

NOTICE.

In preparing applications intended to be made on or after the 1st of January, 1908, particular attention should be paid to the following provisions of the new General Rules and Fee Order, which come into operation on that day.

### FIRST REGISTRATION.

All applications for first registration must be made on one of the New Forms 1, 2, 3 or 4, and must be accompanied not only (as hitherto) by the last document of title and a copy or abstract of it, but also by all other documents of every description relating to the title in the applicant's possession or under his control, together with

a list of them in duplicate. See New Rule 18.

The Forms of application include a declaration to the effect that a full disclosure of all material facts and documents has been made.

One copy of the list of documents will be signed and returned to the applicant. This should be kept, to be returned to the department when the documents are handed out.

The fees for First Registration on Sales exceeding £325 and not exceeding £32,000 in value are unaltered, but both below and above those limits they are raised—see the Fee Order, paragraph A. The new fees include Absolute or Good Leasehold title, which the registrar has power to confer in all assess where the documents. trar has power to confer in all cases where the documents produced

appear to warrant it.

The fees for First Registration of new Leases are regulated by a new scale altogether—see the Fee Order, paragraph D. It will be found to be about one-fifth of the Lesses' Solicitor's charges under

the Remuneration Order of 1882.

The Solicitors' remuneration for First Registration (whether with Possessory, Good Leasehold, or Absolute title) will be according to item charges for the work done,—paragraphs A. and B. of Rule 336 having been abrogated or altered, thus leaving first registrations generally to be dealt with under paragraph J.

CHARGES AND TRANSFERS FOR VALUE OF LAND AND CHARGES.

The fees on Charges and Transfers for value of Land up to £1,000 value are unaltered, but above that value they are raised—see the Fee Order, paragraph B. The fees on Transfers for value of Charges are to be the same as those on charges—namely, is. 6d. per Charges are to be the same as those on charges—namely, is. 6d. per £25 of the value up to £50,000, and at a lower rate afterwards—see the Fee Order, paragraph B. After a fee on a transfer for value of a Possessory title has been paid, an Absolute or Good Leasehold title will be registered gratis on production of the necessary evidence—see the Fee Order, paragraph F.

All deferred fees on dealings with Absolute and Good Leasehold titles are remitted.

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above-named.

### The Mayor's Court of London, Rules, 1908.

The following rules have been made in pursuance of the Mayor's Court of London Procedure Act 1857 (20 & 21 Vict. c. 157) and the Supreme Court of Judicature Act 1884 (47 & 48 Vict. c. 61).

#### ORDER I.

1. In any action for a debt or liquidated money demand exceeding ten pounds, the plaintiff may, on filing an affidavit made by himself, or by some person on his behalf who has knowledge of the facts according to the Form A in the Appendix, cause to be issued a default plaint, according to the Form B in the Appendix.

2. Where a default plaint is issued, the plaintiff shall lodge with the registrar a copy of the affidavit required by paragraph one of this rule, and such copy shall be annexed to the sealed copy action served

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3. A default plaint shall be personally served on the defendant, or each defendant if more than one, or in the case of a firm in the manner provided by Order I., r. 3, M.C.L.R., 1892, and if any defendant does not, within eight days after service of the summons (exclusive of the day of service), either pay the amount claimed into court or file with the registrar an affidavit with a copy thereof, stating that he intends to defend the action, and has a good defence thereto on the merits, and stating shortly the grounds of his defence, or stating that he has a counter-claim or set-off which he intends to set up, and stating shortly the grounds of such counter-claim or set-off, the plaintiff shall be at liberty to sign judgment against him for the amount of his claim and costs.

4. Where a defendant pays the amount claimed into court, or files

Where a defendant pays the amount claimed into court, or files such affidavit, he shall be at liberty to enter an appearance, and the court shall have power to fix a day for the trial of the action and give all such directions as to its further conduct as to the court shall seem

expedient.

5. The affidavit to be filed by the defendant shall state whether the defence, counter-claim, or set-off alleged goes to the whole or part only, and (if so) to what part, of the plaintiff's claim, and if such defence, counter-claim, or set-off applies only to a part of the plaintiff's claim, the plaintiff shall be entitled to have judgment entered up for that part of his claim to which the defence, counter-claim, or set-off does not apply, but the plaintiff shall not be entitled to issue execution on such judgment, without leave of the court, until the action is disposed of, and the action shall proceed-as to the residue of the plaintiff's claim.

6. Where any defendant does not not set to the court of the court of the plaintiff's

6. Where any defendant does not pay money into court or file such

affidavit as above mentioned, the court may, upon an affidavit disclosing a defence on the merits and satisfactorily explaining his neglect, let in the defendant to defend, upon such terms as may be just.

7. Where personal service cannot be effected, and the court is satisfied by affidavit that reasonable efforts have been made to effect such service, and either that the summons has come to the knowledge of the defendant or that the summons has come to the knowledge of the defendant or that the wilfully evades service of the same, the court may order that the plaintiff be at liberty to proceed as if personal service had been effected, subject to such conditions as may be just.

8. A default plaint shall not be issued against a defendant who is a domestic or menial servant, a labourer, a servant in husbandry, a

journeyman, an artificer, a handicraftsman, a miner, or any person engaged in manual labour.

9. The fees and costs under these rules shall be accul-ted.

The fees and costs under these rules shall be regulated according

to the authorised scales of fees and costs in the Mayor's Court.

These rules may be cited as "The Mayor's Court of London, Rules, 1908," and shall come into operation on the first day of January,

Signed by us this 25th day of March, 1908.

FORREST FULTON, Recorder of London.
F. A. BOSANQUET, Common Serjeant.

Approved, (Signed)
LOREBURN, C.
ALVERSTONE, C.J.
HERBERT H. COZENS-HARDY, M.R. J. GORELL BARNES, P. ARTHUR R. JELF, J. R. J. PARKER, J.

APPENDIX A. Affidavit of Debt for Issue of Default Plaint against Defendant. In the Mayor's Court, London.

make oath and say as follows :-

is justly and truly indebted to me (or to the proposed plaintiff) in the sum of \$\Omega\$ for the price of goods sold (or for money lent), &c.

And I (or the said (name of proposed plaintiff) am (or is) desirous of entering a plaint and issuing a default plaint for the recovery of

The defendant has admitted his liability to this claim, (or) I (or the proposed plaintiff) have (or has) received no intimation that the proposed defendant disputes or intends to dispute his liability to pay the whole or any part of the claim, and I verily believe that there is no defence to the proposed action.
 The proposed defendant is not a domestic or menial servant, a

labourer, a servant in husbandry, a journeyman, an artificer, a handicraftsman, a miner, or a person engaged in manual labour.

4. I am a person in the employ of the proposed plaintiff (or as the case may be), and that the facts herein deposed to are within my own knowledge, and that I am duly authorised by the proposed plaintiff to make this affidavit.

I do order that the above-named be at liberty to enter a default plaint against the

APPENDIX B.

Judge or Registrar.

STAMP.

day of

Default Plaint, Defendant,

at the suit of

In the Mayor's Court, London,

Plaintiff.

in an action to recover the sum of £

Plaintiff's Solicitor,

Take Notice that the above action has been commenced against you under Order I., Rule 1, of the Mayor's Court Rules, 1908, and unless within eight days from the service hereof you pay the amount of the plaintiff's claim into court or file an affidavit stating that you intend to defend the action and have a good defence thereto on the merita, and stating shortly the grounds of your defence, or that you have a counter-claim or set-off which you intend to set up, and stating shortly the grounds of such counter-claim or set-off, judgment will be signed against you by default.

If you file such affidavit, you must within such eight days

If you file such affidavit, you must within such eight days enter an appearance and serve notice thereof, together with a copy of the affidavit, on the plaintiff's solicitors.

The plaintiff claims the sum of £ for and £ for costs, and in case the plaintiff obtains an order for The plaintiff claims the sum of £ and £ for costs, and in case the plaintiff obtains an order for substituted service the further sum of £ . If the amount claimed be paid to me within eight days from the service hereof, all further proceedings will be stayed.

Yours, &c.,

of

Plaintiff's Solicitor.

To Mr.

the above-named defendant.

### CASES OF LAST SITTINGS. House of Lords.

NAIRN AND OTHERS \*. UNIVERSITY COURT OF THE UNIVERSITY OF ST. ANDREWS AND OTHERS. 10th and 12th Nov.; 10th Dec.

ELECTION LAW—UNIVERSITY FRANCHISE—RIGHT OF WOMEN GRADUATES TO VOTE—REPRESENTATION OF THE PEOPLE (SCOTLAND) ACT, 1868 (31 & 32 VICT. C. 48), ss. 27, 28—UNIVERSITIES ELECTIONS AMENDMENT (SCOTLAND) ACT, 1881 (44 & 45 VICT. C. 48), s. 2 (3), (10), (16)—UNIVERSITIES (SCOTLAND) ACT, 1869 (52 & 53 VICT. C. 55), s. 14 (6)

By section 27 of the Representation of the People (Scotland) Act, 1868, every person whose name is for the time being on the register of the general council of such university, shall, if of age, and not subject to any legal incapacity, be entitled to wote in the election of a member to serve in any future Parliament for such university. By section 14 (6) of the Universities (Scotland) Act, 1889, university. By section 14 (6) of the Universities (Scotland) Act, 1829, power is given to each university to admit women to graduation. By an ordinance of the University Commissioners, acting under the power given by the Act of 1839, which dealt purely with academic as distinguished from political matters, women were made eligible for graduation and thus were introduced into the university councils. The appellants were five lady graduates, whose names had been duly registered as such, and they claimed the right to vote at the forthcoming election of a member of Parliament to represent the Universities of St. Andrews and Edinburgh.

Held, dismissing the appeal, that as when the Act of 1868 was passed the universities did not receive women as students, the "persons" contemplated in the enfranchisement of the Scotch graduates were limited to "men," and the ordinance of the University Commissioners under the Act of 1839, by which women were made eligible for graduation could not therefore confer by implication the privilege of the franchise on a class to which it was not given by the Act which created the franchise.

the franchise.

Appeal against a judgment of the Judges of the Extra Division of the Court of Session in Scotland, who had dismissed the claim of the appellants to vote at the election of a member of Parliament to represent the universities jointly of St. Andrews and Edinburgh. The history of the case was as follows:—A contested election of a member of Parliament for the Universities of St. Andrews and Edinburgh—the first since the admission of women to the universities—was to be held in February, 1906. The date of the poll having been announced, the present appellants at their lordships' bar applied to the Registrar

of the University of Edinburgh to issue them voting papers, in order that they might record their votes. The registrar declined to do this, that they might record their votes. The registrar declined to do this, on the ground that, being women, they were not entitled to receive voting papers, to tander their votes, or to have their votes recorded. The names of the women graduates of each Scottish university are on the Statutory Parliamentary Voting Register, established by the Franchise Act, 1869, that being the register of the General Council of the University. Being thus debarred by the position taken up by the university authorities, the action was brought to test the question, the claim to vote being based on the fact that by section 14 of the Universities (Scotland) Act, 1889, universities were allowed to admit women as graduates, and that women who became graduates were to have their names placed on the register of the general council, and to have and exercise all the privileges belonging to a male graduate. It was argued before the Scottish courts, but unsuccessfully, that the university franchise was entirely different from the other franchises in university franchise was entirely different from the other franchises in the country. In two respects it was unique, first, as regarded the qualification, and, second, as regarded the constituency. It was in no sense a franchise of property; it was a franchise of education and qualification, and, second, as regarded the constituency. It was in no sense a franchise of property; it was a franchise of education and of intellect. It was a right conferred on those who, by taking a university degree, had shown their fitness to take part in the administration of the affairs of the nation. Further, the franchise was not confined to specified geographical limits, but was exercised by those having the qualification independently of their residence or location. This representation of the universities was created by the Representation of the People (Scotland) Act, 1868, section 27 of which provides that "Every person whose name is for the time being on the register... of the General Council of such University, shall, if of full age, and not subject to any legal incapacity, be entitled to vote in the election of a member ... for such University..... "It was contended that the appellants satisfied all the four conditions in the above section, and that the word "person" included women as well as men. The case for the appellants, who were five ladies, all of whom had graduated at one or other of the Universities of St. Andrews and Edinburgh, was argued by Miss Jessie Chrystal Macmillan, M.A., B.Sc., and Miss Frances H. Simson, M.A., with them Mr. Robert Munro (of the Scottish bar). At the conclusion of their arguments, and without hearing counsel for the university, judgment was reserved. judgment was reserved.

Dec. 10.—Lord Loreburn, C., in moving that the appeal should be dismissed, said that no authentic case of a woman voting for the election of a member of Parliament had been before their lordships. The disability of women had been taken for granted, and it was incomprehensible to his lordship that anyone acquainted with our laws or the methods by which they were ascertained could think, if, indeed, anyone did think, there was room for argument on such a point. It was notorious that this right of voting had, in fact, been confined to men. Not only had it been the constant tradition, alike of all the three kingdoms, but it had also been the constant practice, so far as they had the knowledge of what had happened from the earliest time down to this day. If this legal disability was to be removed, it must be done by an Act of Parliament. Accordingly, the appellants maintained that it had, in fact, been done by Act of Parliament. They said that the Act of 1868, while confining to men the franchise described in other sections, adopted different language in section 27, using in that section the word "persons." He agreed that the word "persons" would, prima facie, include women. But in speaking of "persons" would, prima facie, include women. But in speaking of "persons" this same section limited them to those who were "not subject to any legal incapacity." He could not doubt that by this limitation, if not otherwise, were excluded all such persons as might by law be disabled from voting. Peers were excluded, as were women, so also were others. Referring to the use of the word "person" in the Act of 1888, his lordship said it would require a convincing demonstration to satisfy him that Parliament intended to effect a constitutional change so momentous and far-reaching by so and it was incomprehensible to his lordship that anyone acquainted convincing demonstration to satisfy him that Parliament intended to effect a constitutional change so momentous and far-reaching by so furtive a process. In regard to the second point made by the appellants, namely, that they were entitled to receive voting papers, in his lordship's opinion they were not so entitled, because the Act only said that voters should receive them. They were not voters. For these reasons he respectfully advised their lordships to dismiss this appeal with costs.

Lords Ashbourne, Robertson, and Collins concurred, and the appeal was accordingly dismissed with costs.—Counsel, Scott Dickson, K.C., Dean of Faculty, and H. B. Macmillan. Solicitors, Neish, Howell & Haldane, for William Purves, W.S., Edinburgh; John Kennedy, for W. & J. Cook, W.S., Edinburgh.

[Reported by ERSKINE REID, Barrister-at-Law.]

# High Court-King's Bench

RED "R" STEAMSHIP CO. v. ALLATINI BROS, AND OTHERS. Bray, J. 5th and 12th Nov.

SHIP-BILL OF LADING AND CHARTER-PARTY-CONSTRUCTION-FREIGHT AND DEAD FREIGHT-LEIN FOR-LIABILITY OF BILL OF LADING OWNERS AND RECEIVERS OF CARGO.

The defendants were receivers of cargo and holders of bills of lading

in respect of a cargo carried by the plaintiffs' ship. The bill of lading contained a clause "rate of freight as per charter-party." The charter-party gave an option to ship "other lawful merchandize," in which case "freight to be paid on steamer's dead-weight capacity, for wheat or maize in bags on this voyage at the rates above agreed as for heavy grain, but steamer not to earn more freight than she would if loaded with a full cargo of wheat and for maize in bags." The vessel left the port of loading when only half full, owing to the fact that the charterer could provide no further cargo, as he had become insolvent. The defendants contended that all they were bound to pay was 12s. per ton on 2,240 lbs. gross weight delivered, but the plaintiffs claimed payment on a lump sum basis.

Held, that the plaintiffs were on the construction of the bill of lading and charter-party only entitled to payment at the rate of freight at 12s, per ton gross weight delivered.

Action brought by the owners of the steamship Ryall to recover from the defendants, holders of bills of lading and receivers of the cargo, three sums of money, amounting to £1,729 lz., deposited by the defendants to release their goods from the lien which plaintiffs asserted they were entitled to exercise for balance of freight and dead freight. The were entitled to exercise for balance of freight and dead freight. The defendants admitted and paid to the plaintiffs a certain amount for freight, but disputed the balance and also the lien for dead freight. The facts, as stated by the learned judge, were shortly as follows:—The ship had been chartered by L. Willenz & Co. by a charter dated the 16th of May, 1907. She commenced loading on the 21st of May, but on the 3rd of July, when she was only about half loaded, Willenz informed the ship's agents that he was unable to complete the loading, owing to unforeseen circumstances making it impossible for him to buy any further cargo, and he told the captain about the same time that he was ruined. The ship sailed on the 5th of July, and on her arrival in London the claim was made by the plaintiffs and the money to buy any further cargo, and he told the captain about the same time that he was ruined. The ship sailed on the 5th of July, and on her arrival in London the claim was made by the plaintiffs and the money deposited. The bill of lading was in the following terms: "Shipped . . unto order, he or they paying freight for the said goods and performing all other conditions and exceptions as per charter-party dated at Buenos Ayres on the 16th of May, 1907, per the rate of freight as per charter-party per ton of 2,240 lbs. gross weight delivered in full . . . 6d. less if ordered to a direct port on signing last bill of lading." The charter-party was the uniform River Plate charter-party, 1904. By clause 5 the ship was to load a full and complete cargo of "wheat and/or maize and/or linseed and/or rapeseed in bags and/or bulk." Clauses 6, 13, and 15, under the marginal heading of "freight," provided inter alia for freight at the rate of twelve shillings and sixpence sterling per ton, sixpence per ton less if ordered to a direct port of discharge within the range of the charter-party, all per ton of 2,240 lbs. English gross weight delivered. By clause 16 charterers were given the option (which they exercised) of shipping other lawful merchandize, with certain exceptions, "in which case freight to be paid on steamer's deadweight capacity for wheat or maize in bags on this voyage at the rates above agreed on for heavy grain, but steamer not to load more freight weight capacity for wheat or maize in bage on this voyage at the rates above agreed on for heavy grain, but steamer not to lead more freight than she would if loaded with a full cargo of wheat and/or maize in bags. All extra expenses in loading and discharging such merchandize over heavy grain to be paid by charterers." By clause 31 the charterer's liability was to cease on shipment of cargo ("provided such cargo be worth the bill of lading freight, dead freight and demurrage at port of shipment"), and vessel was to have a lien on cargo for recovery of all such bill of lading freight, dead freight, demurrage, and all other charges whatsoever. Counsel for the plaintiffs contended that if they had the right to have the vessel fully loaded, and she was not, the difference was the claim for dead freight, and they had the right to exercise their lien. They also contended that freight should be at the rate of 12s. 6d. instead of 12s. The defendants contended that the ship could have obtained more cargo from other persons at Buenos Ayres, and the fact that the ship sailed before the expiration of the lay days precluded the shipowner from recovering any dead freight. They were only bound to pay 12s, per 2,240 lbs. gross weight delivered in full. Cur. adv. vult.

Brax, J., in the course of his judgment, said there was no sufficient

owner from recovering any dead freight. They were only bound to pay 12s. per 2,240 lbs. gross weight delivered in full. Cur. adv. vult. Brax, J., in the course of his judgment, said there was no sufficient evidence to satisfy him that the plaintiff could have obtained any further cargo, and he considered the ship was absolved from any obligation to stay longer by the charterer's announcement that he could find no more cargo. The questions remaining were questions of law depending upon the true construction of the bill of lading and charterparty. He felt compelled, after great hesitation, to come to the conclusion that the freight must be calculated under clause 16. In that clause the words "rate of freight" did not appear, and it provided for a gross sum to be paid by the charterer to the shipowner for the whole cargo, without providing for any apportionment amongst the several bills of lading owners. In his opinion the rate of freight as per charter-party was 12s. per ton of 2,240 lbs. gross delivered, as this was the only rate of freight mentioned in the charter-party. The bill of lading pointed to a general rate of freight, and the charter-party also contained a general rate of freight. He had to look at all the clauses under the heading of "freight," and on the claim for balance of freight freight, it had been argued that there was no dead freight here at all, as other lawful merchandize had been shipped, and therefore clause 16 applied as between the shipowner and charterer. On this ground also his judgment must also be for the defendants.—Counsel, J. A. Hamilton, K.C., and D. Stephens; Scrutton, K.C., and D. C. Leck. Solicitors, Botterell & Roche; Thomas Cooper & Co.

[Reported by LEONARD C. THOMAS, Barrister-at-Law.]

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# the work the plaintiff had done, but to pull down the whole building. —COUNSEL, Radcliffe, K.C., and Thornton Lauces; Herbert Smith. Solicitors, C. T. Wilkinson; Leve & Co.

#### HANRAHAN v. LEIGH-ON-SEA URBAN DISTRICT COUNCIL. Div. Court. 8th and 9th Dec.

Public Health—New Buildings—Bye-Laws as to—Conversion of a Building Not Originally Constructed for Human Habitation into a Dwelling-House—Power to Pull Down Whole Building—Public Health Act, 1875 (38 & 39 Vict. c. 55), s. 159.

By a bye-law every person erecting a new building in the district of an urban district council was to cause the building to be enclosed with walls constructed of good bricks, stone, or other hard and incombustible materials, properly bonded and solidly put together. By another bye-law the council were empowered to remove, alter, or pull down work done in contravention of inter alia the first-mentioned bye-law after estain notice therein specified. A man did work on an old railway carriage in his field, converting it into a dwelling-house, but leaving untouched the main portion of the shell.

Held, that by virtue of section 159 of the Public Health Act, 1875, he had erected a new building, and that as the whole building was erected in breach of the first bye-law the council were entitled under the second bye-law not only to pull down the work done in converting the carriage into a dwelling-house, but to pull down the carriage to the

the carriage into a dwelling-house, but to pull down the carriage to the ground.

The plaintiff, who was in possession and occupation of an old railway carriage placed in a field, of which he was the tenant, cut the seats and backs out of the carriage. There was one partition, which went up to the roof. He opened a space in the partition to be used as an access to the two divisions of the carriage, and he made the floor clear on both sides of the partition. He put a stove in, and also a chimney, and took other steps to convert the carriage into a dwelling-house for the use of himself and his family. Bye-laws were made by the Leighon-Sea Urban District Council in 1902 with respect to new streets and buildings. A group of bye-laws, which included bye-law 10, was headed: "With respect to the structure of walls, foundations, roofs and chimneys of new buildings for securing stability and the prevention of fires and for the purposes of health." By bye-law 10: "Every person who shall erect a new building shall, except in such cases as are hereinafter specified, cause such building to be enclosed with walls constructed of good bricks, stone, or other hard and incombustible materials, properly bonded and solidly put together: (a) With good mortar compounded of good lime and clean sharp sand or other suitable material, as to the use of timber framing with brickwork in certain cases]. By bye-law 102: "If any work to which any of the bye-laws relating to new streets and buildings may apply, be begun or done in contravention of any such bye-law, the person by whom such work shall be so begun or done, by a notice in writing, which shall be signed by the clerk to the council, and shall be duly served upon or delivered to such person, shall be required on or before such day as shall be specified in such notice by a statement in writing under his hand or under the hand of an agent duly authorized in that behalf, and addressed to and duly served upon the council, to shew sufficient cause why such work shall not be removed, alter not originally constructed for human habitation, or the conversion into more than one dwelling-house of a building originally constructed as one dwelling-house only, shall be considered the erection of a new building." The Leigh-on-Sea Urban District Council having served a notice on the plaintiff pursuant to their bye-law No. 102, on the a notice on the plaintiff pursuant to their bye-law No. 102, on the ground that the work done on the railway carriage was done in breach of bye-law No. 10, as being the erection of a new building, and the plaintiff disregarding the notice, they proceeded not merely to alter the work that the plaintiff had done for the purpose of converting the building into a dwelling-house, but pulled the railway carriage to pieces, to the ground. The plaintiff brought an action for damages for tort against the council in the county court, which was dismissed on the ground that the council were entitled to act as they had done by virtue of section 159 of the Public Health Act, 1875, and their byelaws made thereunder. The plaintiff appealed. It was contended for the appellant that the council had only power under bye-law 102 to alter or pull down the actual work done by the plaintiff in converting the building into a dwelling-house, and that they had no power to pull the whole carriage to pieces. the whole carriage to pieces.

THE COURT (BIGHAM and WALTON, JJ.) held that, by virtue of section 159 of the Public Health Act, 1875, the plaintiff had, in converting into a dwelling-house the railway carriage, a building not originally constructed for human habitation, erected a new building, and that as the whole building was erected in breach of bye-law No. 10, the council were entitled under bye-law No. 102 not merely to alter

Probate, Divorce, and Admiralty Division.

[Reported by C. G. Monan, Barrister-at-Law.]

VENUGOPAL CHETTI v. VENUGOPAL CHETTI. Gorell Barnes, P. 13th and 14th Nov.; 7th Dec.

DIVORCE-JUDICIAL SEPARATION-MARRIAGE IN ENGLAND-HINDU AND ENGLISHWOMAN-VALIDITY.

Where a Hindu, domiciled in India, married in England an Englishwoman, domiciled in this country, and where the court was satisfied
that the charge of desertion had been proved, it was
Held, that the marriage was valid and binding, and that a decree of
judicial separation could be granted to the wife.

Petition for judicial separation. The petitioner was Louie Venugopal Chetti, née Taylor, the respondent being Vengal Venugopal Chetti, née Taylor, the respondent being Vengal Venugopal Chetti, I.C.S., district judge at Chingleput, Madras. The ground of the petition was the alleged desertion of the respondent. By his answer the respondent denied that he had been lawfully married to the petitioner. Further, he urged, that at the time the petitioner and himself went through the ceremony of marriage at the Paddington Registry Office, on the 1st of September, 1890, he was, and still is, a Hindu domiciled in India, that according to Hindu law and religion—which was the law of his domicil, and his personal law—he was unable to marry outside his own caste or with one who was not a Hindu by religion, and that according to his personal law plurality of was unable to marry outside his own caste or with one who was not a Hindu by religion, and that according to his personal law plurality of wives was permitted. Further, he denied the charge of desertion, and prayed that the court would dismiss the petition and to decree that the ceremony of marriage above referred to was null and void. In reply the petitioner pleaded that the answer of the respondent disclosed no defence in law. Counsel for the petitioner stated that in October, 1890, the respondent went to India and had remained there ever since, with defence in law. Counsel for the petitioner stated that in October, 1890, the respondent went to India and had remained there ever since, with the exception of two visits to this country. Correspondence passed between the petitioner and the respondent, shewing that the latter intended having his wife out in India after his debts were paid, about three years' time. Subsequently he wrote saying that he was going to get married again, but in June, 1901, she learnt from a friend of the respondent that the latter had not in fact married again. Negotiations as to an allowance took place between the parties, and on the 10th of August, 1905, the petition for judicial separation was filed, and served upon the respondent in London on the 28th of September, 1905. In cross-examination the petitioner admitted the respondent had stated to her that he was a Hindu, and that, according to the law of his country, a Hindu might marry more than one wife. Re-examined, the petitioner stated that the husband had always assured her that he intended only having one wife. Evidence was given that the respondent could not contract a valid marriage in India or elsewhere outside of his own caste. [Gorell Barnes, P.—Is not the sole question this, What was the effect of the ceremony in this country?] The point really was that Hindu law was personal, not only in various parts of India, but lesswhere. Counsel for the respondent, reviewing the evidence, contended that the wife's evidence as to his client's intention only to have elsewhere. Counsel for the respondent, reviewing the evidence, contended that the wife's evidence as to his client's intention only to have one wife could not be relied upon. Marriage was the union of one man with one woman to the exclusion of all other women. There had been no consent in the present case to such a marriage. The cases of cene wife could not be relied upon. Marriage was the union of one man with one woman to the exclusion of all other women. There had been no consent in the present case to such a marriage. The cases of Hyde v. Hyde (14 W. R. 517; 1 P. & M. 130; Bethell v. Hildyard (36 W. R. 503; 38 Ch. D. 221), and Ford v. Steir (1896, P. 1) were in point. On the facts the evidence would not justify a finding of desertion. As regards the legal aspect, counsel stated that many Hindus entered into so-called marriages with Christian women in England, but the view in India was that such ceremonies were not valid marriages. The respondent being, by his own personal law and the law of his domicil, incapable of contracting a valid marriage with a Christian, the ceremony of marriage in the present case should be declared invalid. A Hindu carried his personal law with him. The personal law of each party must be satisfied, a view supported by Re Cooke's Trusts (35 W. R. 608, 56 L. J. Ch. 637). Counsel also referred to the cases of Brook v. Attorney-General (9 Clarke's H. L. Cas. 193), Mette v. Mette (1 Sw. & Tr. 416), and Ogden v. Ogden (1907, P. 107 & 1908, P. 46). The capacity to contract was personal, and if it could be shown that the respondent was absolutely incapable of entering into the contract, he ought to succeed. Further, the legitimacy or otherwise of children was determined by the law of the father's domicil; a man's capacity should be similarly determined. Reference was also made to Dicey's Conflict of Laws (2nd ed.), p. 813; Matrimonial Causes Act (20 & 21 Vict., c. 85, sec. 22) 1857; and Arduseer Cuisetjee v. Perozeboye (10 Moo. P. C. 375).

Goneal Barnes, P., in the course of a long judgment, having dealt in detail with the evidence and correspondence, said that he found, as a fact, that both parties had gone through a binding ceremony of marriage—viz., a union between one man and one woman to the exclusion of all others. He (his lordship) was satisfied that the respondent adhered to that position, and it was difficult to

this country which they (the Hindus) considered illegal in their own country. He (his lordship) hoped that that was not the case. If it was, it would be a most extraordinary and serious matter if it were allowed to continue. The respondent had not taken that view, howallowed to continue. The respondent had not taken that view, however, for he found that the respondent intended his marriage to be a perfectly valid one at the time. He found as a fact that the respondent had deserted his wife. Dealing with the law applicable to the case, his lordship referred to the caste system, with its usages and customs. The learned president made reference to Mayne's Treatise on Hindu Law and Usage (1900), and having traced the statutes and charters dealing with law in relation to natives said: "The result is that within the domain of family law Hindus retain their laws of marriage and certain other matters not material to refer to: but I am not concerned. certain other matters not material to refer to; but I am not concerned in the present case with any question as to marriage relationship entered into in India, or to what extent Hindu marriages in India entered into in India, or to what extent Hindu marriages in India would be recognised outside that country; I have merely to deal with the effect, if any, of the respondent's condition on a marriage which he, a British subject, chose voluntarily to enter into in England with the petitioner, who was domiciled here." Having referred to the expert evidence given on behalf of the respondent as to the view the Indian courts would take of the marriage, his lordsip continued: "A question such as that raised in this case has never, as I gather, been raised in the the courts of India, and any evidence given appears to me to be a matter of opinion, even if it amounts to a statement that the marriage would be treated as invalid in India if held valid here. Upon the evidence therefore I am unable to find as a fact that the law in India is in favour of the respondent on this point, nor can I find me to be a matter of opinion, even if it amounts to a statement that the marriage would be treated as invalid in India is if held valid here. Upon the evidence therefore I am unable to find as a fact that the law in India is in favour of the respondent on this point, nor can I find any sufficient reason given or principle stated from which it should follow that the courts of India would apply Hindu law and usage to a case such as this, where the respondent has acted, not in India, but in England, in defiance of such law and usage. But even supposing it to be the law of India that this marriage, though binding in this country, would not be regarded as binding in India, it remains to be considered what is the correct view of the law of England with regard to the validity of the marriage." His lordship then preceeded to refer to the cases cited by counsel, and continued: 'So far, however, as the present case is concerned, it is not necessary for me to refer in this judgment to the whole of the cases which were very fully considered in the case of Ogden v. Ogden (supra) or to the various text-writers on the Continent, in America, and in England on the subject. For the decision of Lord Hannen in Sotomayer v. De Barros (27 W. R. 917, S. P. D. 455) is to my mind decisive of the case in this court. The case of Ogden v. Ogden (supra) only dealt with the question of want of consent required by French law to a marriage in England, where such consent was not required, but the reasoning in that case tends to support the view I am taking in the present case, and to shew that a man marrying an English girl domiciled in this country does not carry with him a disability of a personal character imposed by the law of England as valid between persons domiciled here. India, for the purposes of the jurisdiction of the courts of this country, is a foreign country, though the case being one which would be recognized by the law of England, as valid between persons domiciled here. India, for the purpose of the jurisdiction when in India he has done voluntarily and in due form, according to the laws of England, and to repudiate his marriage on the ground that he is incapable of doing what he has done; and ought our courts to support such an assertion and repudiation, with the consequent effects on the position of the wife and legitimacy of her child? To my mind the answer should be 'No.' This of course applies with equal, if not greater, force to a British subject domiciled abroad. If, then, the marriage be valid in this country, the question arises whether the petitioner can sue for judicial separation and the benefits which she might derive from a decree to that effect. Her rights in this respect do not depend upon any question of domicil. This has been decided in the case of Armytage v. Armytage (1898, P. 178). Both parties to the present suit were within the jurisdiction at the time of its commencement, and in my opinion the petitioner is entitled to a decree of judicial separation, and I pronounce a decree accordingly, with costs, and the custody of the child."—Counsel, Hume Williams, K.C., and Willock; Barnard, K.C., De Gruyther, K.C., and Bayford. Solicitors, Pisher & Stephens; T. L. Wilson & Co.

[Reported by Diest Corms-Parsent, Barrister-at-Law.]

[Reported by DIGST COTSS-PREEDY, Barrister-at-Law.]

### Court of Criminal Appeal.

REX c. BRIGGS. 27th Nov.

CRIMINAL LAW—HABITUAL DRUNKARD CONVICTED FOUR TIMES OF DRUNKENNESS WITHIN TWELVE MONTHS—SENTENCE—NO POWER TO IMPOSE IMPRISONMENT AS WELL AS DETENTION—IMBRIATES ACT, 1898 (61 & 62 VICT. C. 60), s. 2 (1).

A person convicted on indictment under section 2 (1) of the Inebriates Act, 1898, can only be sentenced to detention for a term not exceeding three years in any certified inebriate reformatory, the managers of

which are willing to receive him, as provided by that section, and not to imprisonment as well.

This was an appeal against a sentence of fourteen days' imprisonment with hard labour and of three years' detention in an inebriates' home on a conviction under section 2 (1) of the Inebriates Act, 1898. By that section: "Any person who commits any of the offences men-tioned in the first schedule to this Act, and who within the twelve months preceding the date of the commission of the offence has been convicted summarily at least three times of any offences so mentioned, and who is an habitual drunkard, shall be liable upon conviction on indictment, or if he consents to be dealt with summarily on summary conviction, to be detained for a term not exceeding three years in any certified inebriate reformatory, the managers of which are willing to receive him." At the trial the jury first found the prisoner guilty of the subsequent offence of drunkenness, and then of the preceding offences, and then that he was an habitual drunkard. It was contended on behalf of the appellant that the offence under section 2 of Insbriates Act, 1893, was one compound offence, and that it was punishable only by detention in a certified insbriate reformatory for a term not exceeding three years, as provided in that section, and not by imprisonment either in addition to or in substitution for the detention.

Rex v. Penfold was cited (46 Solicitors' Journal, 268; 1902, 1 K. B. 547).

Lord ALVERSTONE, C.J., in giving the decision of the court, said that the sole question for the court was whether when a man had been convicted under section 2 of the Inebriates Act, 1898, he could, in convicted under section 2 of the Inebriates Act, 1898, he could, in addition to being detained for some term not exceeding three years in a certified inebriate reformatory willing to receive him, be also sentenced to undergo a term of imprisonment with hard labour. It was a dry question of law whether the fourteen days' imprisonment with hard labour imposed in this case was a legal punishment. In their opinion it was not. As to the way in which the offence under section 2 of the Inebriates Act, 1898, had in fact been tried, in their opinion their decisions with restrict reserved. of the Inebriates Act, 1898, had in fact been tried, in their opinion their decision could not depend on the way in which the trial was conducted. Conviction on indictment for being drunk and disorderly was unknown in 1898 in the practical administration of the law. Then this offence specified in section 2 of the Inebriates Act, 1896, was created, and a punishment of detention was the only punishment spoken of in the section. The view that that was the only sentence that could be inflicted on a conviction under section 2 was supported that could be inflicted on a conviction under section 2 was supported that could be inflicted on a conviction under section 2 was supported by the phraseology of section 1 of the same Act. Several questions of difficulty had been raised on the argument. It was said: What power had quarter sessions to detain a man for an hour after the finding of the jury? It seemed to him, in the first place, that the practical answer was that if people elected to prosecute a man under this section they would come prepared with the name and situation of a reformatory prepared to receive the prisoner if he was convicted. Failing that, the prisoner could be put back for judgment whilst inquiries were made. Strictly speaking, that question did not arise then. The order that the court made was that the appellant should be detained in a certified inebriate reformatory for three years from the date of the conviction. That was the sentence that ought to have been passed, and that was the sentence that they now passed on the appellant.—Connex, Singleton; Wimpfheimer. Solicitors, Harcourt E. Clare, Preston; Registrar of the Court of Criminal Appeal.

[Reported by C. G. MONLW, Barrister-at-Law.] [Reported by C. G. Monaw, Barrister-at-Law.]

#### BEX v. MUIRHEAD. a 20th Nov.

CRIMINAL LAW—OBTAINING CREDIT BY FALSE PRETENCES, BUT WITHOUT AN INTENTION TO DEFRAUD—DEBTORS ACT, 1869 (32 & 33 VICT. C. 62),

There is no offence under section 13 (1) of the Debtors Act, 1869, for obtaining credit under false pretences in incurring a debt or liability, unless there is proved an intention to defraud.

This was an appeal from a conviction at the Newcastle Assizes. The prisoner was charged with obtaining goods by false pretences, with attempting to obtain goods by false pretences, and with, in incurring a debt, obtaining credit under false pretences. By section 15 (1) of the Debtors Act, 1869: "Any person shall in each of the cases following be deemed guilty of a misdemeanour. . . That is to say: (1) It in incurring any debt or liability he has obtained credit under false pretences or by means of any other fraud." The jury gave the following answers to these questions left to them by Pickford, J., at the trial. (1) Q. "Is the prisoner guilty of obtaining goods by false pretences with intent to defraud?" A. "Not guilty." (2) Q. "Is he guilty of attempting to obtain goods by false pretences with intent to defraud?" A. "Not guilty." (3) Q. "Is he guilty of obtaining credit by means of false pretences?" A. "Guilty." (4) Q. "If so, did he so obtain it with intent to defraud?" A. "Not guilty." On these answers the learned judge entered a verdict of guilty on the charge under section 13 (1) of the Debtors Act, 1869, and he bound over the prisoner, in his own recognizances, to come up for judgment if called upon. The prisoner appealed.

Walkon, J., in delivering the judgment of the court (consisting also This was an appeal from a conviction at the Newcastle Assizes.

WALTON, J., in delivering the judgment of the court (consisting also of Channell and Phillmore, JJ.), said that they were all agreed that the conviction could not stand. The jury had found, in answer to questions put to them by the learned judge, that the appellant had obtained credit by false pretences, but that he had done so without an intention to defraud. They thought that there could not be an offence under section 13 (1) of the Debtors Act, 1869, unless there was proved an intention to defraud. It might be, as had been suggested to them,

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that on the facts of that case the jury ought to have found that there was an intention to defraud; but that they had not found. Taking the two answers left to the jury by the learned judge, they amounted to a verdict of not guilty. The verdict as entered, therefore, could not stand, and the conviction would be quashed.—Counse, Edgar; Kenneth Marshall. Solicitons, Director of Public Prosecutions; Registrar of the Court of Criminal Appeal.

[Reported by C. G. Monan, Barrister-at-Law.]

### Law Students' Journal. Law Students' Societies.

Law Students' Societies.

BIRMINGHAM LAW STUDENTS' SOCIETY.—Dec. 15.—Mr. Bertram Grinley in the chair.—The following moot point was debated: "In 1827, A. demised certain newly-built premises to B. for 99 years, the lease containing a covenant by B. to at all times keep the demised premises in good and substantial tenantable order and repair, and to pay and discharge all taxes, rates, duties and assessments whatsoever, which then were or thereafter might become payable for or in respect of the premises thereby demised, or any part thereof, whether Parliamentary, parochial or otherwise, except landlord's property tax, and a covenant for quiet enjoyment in the usual form by A. The lease is now vested in C., and the local authority have served a notice on A. under the Housing of the Working Classes Act, 1890, to the effect that the premises are unfit for human habitation and requiring certain structural alterations to be made. If A. complies with the notice, can he recover the cost from C.? " The subject was opened in the affirmative by Mr. H. Birkett-Barker, supported by Messrs. T. R. Owens, J. D. Sampson, and R. R. C. Yates, and in the negative by Mr. M. I. Clutterbuck, supported by Messrs. P. T. Currie, H. V. Argyle, H. F. Bensly, and E. H. Clutterbuck. After the openers had replied, the chairman summed up, and on putting the question to the meeting the voting resulted in favour of the negative by a large majority. A vote of thanks to the chairman concluded the proceedings.

### Quarter Sessions for the County of London.

Scheme of the London County Council for regulating the holding of Courts of Quarter Sessions for the county of London, as provided by section 42 (7) of the Local Government Act, 1888.

Generally.

1. The provisions of the Act 11 Geo. IV and 1 Will. IV, cap. 70, as to the times for holding Quarter Sessions shall not apply to the county of London.

to the times for holding Quarter Sessions shall not apply to the county of London.

2. Quarter Sessions shall be held at Newington, for business arising on the north as well as on the south side of the Thames, in the months of January, April, July and October in every year, and the first session held in each of those months shall be General Quarter Sessions.

3. Adjourned Quarter Sessions shall be held at Newington for all such business as aforesaid in each of the months aforesaid, at an interval of not less than two weeks or more than three weeks after the beginning of each Quarter Sessions.

4. A General Session shall be held at Newington for all such business as aforesaid in every month, except in the months hereinbefore appointed for the holding of Quarter Sessions.

5. An Adjourned General Session shall be held at Newington, for all such business as aforesaid, in every month (except in the months hereinbefore appointed for the holding of Quarter Sessions), and shall begin at an interval of not less than two weeks, or more than three weeks after the beginning of the General Session.

6. In the months of November of every year, the Clerk of the Peace shall prepare a list showing the days to be fixed for the Sessions to be held during the ensuing year, in accordance with the foregoing provisions. In the list so to be prepared, special days shall be appointed for hearing appeals. Such list shall be laid before the November General Sessions, and shall be revised and settled at such Sessions, and be printed and issued by the Clerk of the Peace; and Sessions in accordance with such list, when so revised and settled, shall be held during the year.

7. The Sessions so fixed shall, so far as practicable, be continued

Sessions in accordance with such list, when so revised and settled, shall be held during the year.

7. The Sessions so fixed shall, so far as practicable, be continued from day to day, until the business to be dealt with at such Sessions is completed. And it shall be the duty of the justices to take the steps necessary to secure that there shall be as many Courts sitting at the same time as may be required for the discharge of the business with proper expedition. For this purpose, in addition to the Courts presided over by the Chairman and the Deputy Chairman, there may be, on the direction of the County Council, approved by the Secretary of State, in pursuance of Section 42 (6) of the Local Government Act, 1888, a third Court, and, if necessary, a fourth Court, each to be presided over by one of the justices. Any of the above Courts may be held at the same time, and, subject to the provisions of this Scheme, shall be so held whenever necessary to prevent delay in the disposal of pending business.

8. It shall be the duty of the justices to take care that these provisions for the disposal of business shall, so far as reasonably prac-

ticable, be strictly observed. Nevertheless, a committal for trial or recognizance shall not be invalidated, nor shall the power of the Sessions be affected by any disregard of the provisions of this Scheme, as to the place or time of trial, and every Court of Sessions held in and for the county of London, at whatever place or time such Court is held, shall have complete power to hear, determine and dispose of any case or matter arising in the said county, notwithstanding an objection that such case or matter ought to be, or had been, heard and determined at the Sessions held at another place, or at another time.

9. Every Court of Sessions of the Peace, and every adjournment thereof, shall have the same jurisdiction in every respect, including the power of hearing and determining appeals as if such court were Quarter Sessions, and every Session shall, as circumstances require, be deemed to be Quarter or General Sessions, or Original or Adjourned Sessions, and, if held simultaneously, to be divided Courts of the same sessions.

10. Nothing in this Scheme shall affect or take away any power given by law to the present Clerk of the Peace for the county of London.

As to Appeals under the Valuation (Metropolis) Act, 1869.

1. At every adjourned January Quarter Sessions, sittings of the Court shall be fixed to hear appeals under the Valuation (Metropolis)

Court shall be fixed to hear appeals under the Valuation (Metropolis) Act, 1869.

2. Such sittings shall begin not earlier than the 1st February then next, and shall be so arranged as to enable the Court to determine all appeals (except where a valuation list or valuation is ordered) before the ensuing 31st of March.

3. The Court shall at the same Session appoint, with the consent of the Local Government Board, a clerk and other persons to assist the Sessions in the performance of their duties under the Act.

4. Appeals may be heard at any place authorised for the time being for holding Quarter Sessions for the county of London, or in the city of London, or at one or both of such places, at the same time, or at different times, as the Court shall from time to time determine.

5. At every adjourned April Quarter Session the Court shall assign the remuneration (subject to the approval of the Local Government Board) of the clerk and other officers appointed as aforesaid for the year ended the 51st of March then last past.

6. A separate account shall be kept of the expenses incurred by the Sessions in respect of the exercise of its jurisdiction under the Act, and such account, made up to the 31st of March in every year, shall be submitted to and be examined by the Court of the ensuing adjourned April Quarter Sessions. April Quarter Sessions.

April Quarter Sessions.

7. Such account, when approved by the Court, shall be submitted by the Clerk of the Court (appointed under Order 3) for such audit as may be directed by the Local Government Board, with a view that the same, when audited, may be paid in manner prescribed by the Valuation (Metropolis) Act, 1869.

This Scheme shall come into operation on the 1st of January, 1909, and shall continue in force for a period of three years, unless otherwise determined.

The scheme dated 1st March, 1892, and approved by the Secretary of State on 24th March, 1892, is hereby repealed.

Dated this 22nd day of December, 1908.

Sealed by order,
G. L. GOMME,
Clerk of the London County Council.

I hereby approve the foregoing Scheme,
H. J. Gladstons,
One of His Majesty's Principal Secretaries of State,
Home Office, Whitehall, 24th December, 1908.

### Obituary.

Mr. H. Wright.

Mr. H. Wright.

We regret to announce the death, at Colombo, Ceylon, while on a trip for the restoration of his health, of Mr. Harold Wright, harristerat-law and Stipendiary Magistrate for the Potteries. He was the son of Mr. John Skirrow Wright, M.P. for Nottingham, who was an intimate friend of Mr. John Bright, and one of the ablest and most distinguished men of his day in Birmingham, both as philanthropist and politician. Mr. Harold Wright was educated at Pembroke College, Cambridge, and was called to the Bar in 1880. He joined the Midland Circuit, and we believe for some time settled as a "local" at Birmingham. He published works on the Bankruptcy Act, 1883, and the Duties of Magistrates, and made himself known by contesting the Chorloy Division of Lancashire, and also Greenock, in the Liberal interest. He did not get into Parliament, but in 1833 he was appointed stipendiary magistrate for the Potteries in succession to Mr. H. C. Greenwood. We believe that he gained the confidence of the inhabitants of his district as a just and painstaking magistrate. He was a clever caricaturist in pen and ink and sometimes in colour, and for some years contributed to Vanity Fair.

Mr. J. F. Waggett.

Mr. John Francis Waggett, barrister-at-law, died on Christmas Day, after a week's illness. He was the son of Dr. Waggett, a London medical man; was educated at Tonbridge School and Corpus Christi

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College, Oxford, and was called to the bar in 1876. He attained a good practice at the Chancery Bar, and was universally esteemed, both by the bench and his brethren, for his high character and legal attainments. As a writer in the *Times* remarks: "The secret of the regard in which he was universally held, and of the wide regret caused by his death, may be that, over and above his skill and knowledge as a lawyer, he carried into his professional work the honour, courtesy, and chivalry of an English gentleman."

### Legal News.

### Appointments.

Mr. Frederick Keppel North, barrister-at-law, has been appointed Chancellor of the Diocese of Norwich, in succession to the late Mr. T. C. Blofeld.

On the nomination of His Grace the Duke of Fife, K.G., the Lord Chanceller has added the name of Mr. WILLIAM HART SAVERY, of the 11rm of Savery & Stevens, solicitors, and ex-mayor of the Metropolitan Borough of Stoke Newington, to the Commission of the Peace for the County of London.

### Changes in Partnerships.

### Admissions.

Mesers. Lawrance, Webster, Messer, & Taylor, solicitors, of 14, Old Jewry-chambers, E.C., announce that they have admitted to partnership Mr. ARTHUR EDWARD NICHOLLS, and that in future the style of the firm will be Lawrance, Webster, Messer, & Nicholls.

Messrs. Lee, Musgrove, & Lee, solicitors, of 18, Newhall-street, Birmingham, have taken into partnership, as from the 1st instant, Mr. LESLIE ARTHUR SMITH, M.A., B.C.L. (Oxon.). The name of the firm will in future be Lee, Musgrove, & Co.

### Dissolutions.

CHARLES ALBERT COPLAND and MAURICE COPLAND, solicitors (Copland & Sons), Chelmsford, and 7, Union-court, Old Broad-street, London. Oct. 1. [Gazette, Dec. 25.

DONALD PIPER and HENRY FRANCIS CRANE PARSONS, solicitors (Piper, Pearse, & Parsons), Bedford. Dec. 25. The late partners will practise separately in Bedford. [Gazette, Dec. 29.

### General.

Mr. Fordham, the police magistrate, who has been suffering from enteric fever, has so far recovered that his medical attendants have permitted him to write personal letters.

It is notified in the London Gazette of Tuesday that as from the 1st of January number twenty-five of the Old Age Pensions Regulations, 1908, is annulled, without prejudice to the validity of anything done thereunder before that date.

Mr. A. Macmorran, K.C., replying to an invitation by the Middlesex justices to take the chairmanship of the Middlesex Sessions in succession to the late Sir Ralph Littler, has stated, says the *Times*, that he will willingly consent if the request is absolutely unanimous.

The Civil Judicial Statistics, edited by Sir John Macdonell, C.B., and containing statistics relating to the Judicial Committee of the Privy Council, the House of Lords, the Supreme Court of Judicature, county courts, and other civil courts, have just been issued, and we hope to deal with them next week.

After an American jury had been considering a verdict for two hours, says the St. James's Gazette, the judge left the court and told the attendants to lock the jurymen up till 10.30 unless they arrived at a decision before then. The jury handed the attendants a sealed envelope containing a verdict soon after six, and went away. The verdict was, "We agree to disagree."

It is stated that the late Mr. J. C. Lane, solicitor, of Birmingham, has bequeathed a legacy to the Warwickshire County Cricket Club, of which he was an original member and for many years treasurer. He directs that the income on £1,000 shall be given to the club for a period of ten years, to be paid as talent money to the professionals or otherwise disposed of as members at the annual meeting may decide.

or otherwise disposed of as members at the annual meeting may decide. It is seldom, says a correspondent of the Times, that a judgment of such widespread interest is pronounced as that of the recent decision by Lord Salvesen, as one of the judges of the Court of Session in Scotland, in regard to the reclamation by the royal burgh of Dumbarton from the University of Edinburgh of its Charter of Confirmation and Novodamus, granted in its favour in 1609 by King James VI. of Scotland and I. of England. Some time after 1815 the burgh lost this charter. It was put in evidence about that time in connection with some litigation over the burghal lands, and thereafter the magistrates of the day do not appear to have insisted upon its return to the custody of the town clerk. It came into the possession of David Laing, and formed part of the unique private collection of ancient charters, books, and manuscripts which he bequeathed to the University

of Edinburgh upon the condition that they should be catalogued and preserved by the University. After this antiquary's death in 1878, the University accepted the bequest and complied with its condition. The missing charter of 1609 is entered in the University's catalogue of the Laing collection, and, after it had rested for nearly thirty years in the University Library, the burgh of Dumbarton, apprised of its possession by the University, called upon the University to restore it, upon the ground that it was an inalienable document. The University contested this right of revindication, and maintained that the charter was of antiquarian interest only, and so, as in the case of old deeds no longer necessary for assurance of title, could be lawfully acquired by third parties by way of sale or otherwise. It might be expected that the question had arisen at some time or other in English law over the finding of the missing charter of some corporation—University, municipal, or other—in the hands of other parties. The reports of decided cases shew, however, no trace of any such question. In effect, Lord Salvesen's judgment in favour of the burgh involves the right on the part of existing corporations to recover documents such as the charter in question, which, though they may be ancient in date, are documents of permanent value, and are liable at any moment to become of living interest in the vindication of corporate rights and property.

### Winding-up Notices.

London Gazette.-FRIDAY, Dec. 25.

JOINT STOCK COMPANIES.

#### LIMITED IN CHANCEST.

Bamerouse, Limited—Peta for winding up, presented Dec 19, directed to be heard Jan 12. Strouts, Monument Station bidgs, solor for the petners. Notice of appear-ing must reach the above-named net 1 ster than 6 o'clock in the afternoon of Jan 11

BENGUELLA CONTEACTORS, LIMITED—Creditors are required, on or before Feb 12, to send their names and addresses, and the particulars of their debts or claims, to Frank G. Fedden, 1084, Cannon st, liquidator.

BURNOS ATERS ELECTRIC TRANSMATS CO (1901), LIMITED (IN VOLUSTARY LIQUIDATION)
—Ore-litors are required, on or before Feb 1, to send in their names and addresses, and the particulars of their debts or claims, to Forescue Thursby, 63, London wall Ashurst & Co, Throgmorton av, solors for the liquidators

Horncastle's, Limited - Creditors are required, on or before Jan 23, to send in their names and addresses, with particulars of their debts or claims, to William Hardy King, 13, Basinghall st, liquidator

Marine Novelvins, Limited—Treditors are required, on or before Jan 11, to send their names and addresses, and the particulars of their debts or claims, to J. C. Bolton, 6, Birley st, Blackpool, liquidator

SOUTHERN AGGESTING SEALERS, LIMITED (IN VOLUSTARY LIQUIDATION) - Creditors are required, on or before Feb 1, to send their names and addresses, and the particulars of their cebts or claims, to E. Molini, 6, Broad at pl, liquidator

London Gazette.-Tuesday, Dec. 20.

### JOINT STOCK COMPANIES.

### LIMITED IN CHANCERY.

Bristol And West of Escland Sugar Refinery, Limited -Orditors are required, on or before Feb 14, to send their names and a dresses, and the particulars of their debts or claims, to Albert Stiles, The Refinery, Old Marget at, Bristol, liquidator

debts or claims, to Albert Stiles, The Sednery, Old Market ss, Bristol, liquidator Kosher Buyderns' Association, Limites—Creditors are required, on or bufore Jan 5, to send their names and addresses, and the particulars of their debts or claims, to Harold Osborn Browne, Danedin House, Basinghall av, liquidator Scott's Parker Takwize Bascaker Oo, Limites (ix Liquidation)—Oreditors are required, on or before Jan 8, to send their names and addresses, with particulars of their debts or claims, to Joseph Darker Butterell, Cogan House, Bowlalley la, Hull. Walker & Colbeck, Hull, solors to the liquidator

Shepherd Mackintosn & Co, Limited—Oreditors are required, on or before Marih 31, to send their names and addresses, and the particulars of their debts or claims, to Alfred George Simmonds, 79, Mark In, liquidator

TROMAS RESS & CO (CARDIPS), LAMITED—Petr for winding up, presented Dec 14, directed to be heard at the Law Courts, Cathays Park, Cardiff, Jan 14. Ingledew & Sons, Cardiff, for Butcher & Barlow, Bury, solors for the petrer. Notice of appearing must reach the above-mamed not later than 6 o'clock in the afternoon of Jan 13

### The Property Mart.

### Forthcoming Auction Sales.

Jan. 7.—Mesers. H. E. Foster & Crassield, at the Mart, at 2: Absolute Beversions, Lifehold Interest, Leases, and Policies of Assurance (see advertisements, back page, His week).

Jan, 19.—Messra. Tsuscood & Marris, at the Mart, at 3: Freehold Ground Rent (see advertisement, back page, this week).

### Creditors' Notices.

### Under Estates in Chancery,

LAST DAY OF CLAIM.

London Gazette.-FRIDAY, Dec. 18.

POYSES, HAMPDEN ALPHONES, Wrexham, Denbigh, Solicitor Feb 1 Poyser v Poyser Master Satow, Royal Courts of Justice Jones, Wrexham SWINDELL, PREDERI K CHARLES, Clarence gate gdns, Regent's Park Jan 33 Richards and Another v Swinzell and Another, Joyce, J Thompson, Devereux chmbra, Devereux ct, Temple

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London Gazette,-Tunsday, Dec. 21. BRIVAR, JOHN GRIPPITHS, Rothelstone, Swanage, Dorset Jan 20 Davies & Co v Beavan, Neville, J Beavan, Lancaster pl, Strand

Kisht Joss, and Louisa Kisht, Mount Park rd, Raling Jan 14 Kisht v Kisht and Kisht v ta tams, Warrington and Parker JJ John Battams, Helena chmbrs, Brosaway. Balung Usberwood, Frank, Melbourne, Derby Jan 30 Barton and Others v Underwood. Warrington, J. Saspe, Melbourne

London Gazette.-FRIDAY, Dec. 25.

LEFICE, EDWARD, Drappes gdus Feb 1 Davis v Crouch and Another, Swinfen Eady, J Paillips, Coleman st

THESS, ELIEABER MATILDA, Gloucester rd, Kensington Jan 30 Seager Evans & Co (Limited) and Others v Cheesewright, Swinfan Eady, J Craig, New sq

London Gazette.-FRIDAY, Der. 28.

GERIVIS, ABSAHAM, Rochdale, Sharebroker Jan 29 Greaves v Groaves, Registrar, Manchester District Thompson, Rochdale
MINSPIELD, HENRY. New Barnet, Herts, Pianoforts Manufacturer Jan 30 Witt v
Mansfield and Burling v Mansfield, Sve, J Priest, Gt James st

### Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM. London Gazette.-FRIDAY, Dec 11.

AKERMAN, JOHN, Clanfield, Oxford Jan 13 White, Bampton, Oxon AKERMAN, THOMAS HONEY, Clanfield, Oxford Jan 13 White, Bampton, Oxon ANDERSON, JESSIE, Leicester Jan 12 Toller & Co., Leicester Bagg, John Leige, Corscombe Mills, Dorset Jan 12 Marsh & Warry, Yeovil, or BESECKE, ADELAIDE HELEN ELIZA FAIEDERICA, Dorking Jan 11 Druces & Attlee,

Beics, Charles, Herbert, Teddington Jan 9 Gardner & Co, Bedford row BRIDGHAR, ARTRUB RICHARD, Kingston Hill Jan 21 Seeley & Son, South sq, Gray's inn
BRIDD, FREDERICK WILLIAM, St Leonards on Sea Jan 22 Duffield & Co, Broad st av
BRISTOWS, WILLIAM, Duristone, Champion hill Jan 30 Rhodes & Co, Copthallay

BRITTAN, GEORGIANA MAXWELL, Portbury, Somerset Feb 1 Brittan & Co, Bristol BULLOUS, ROBERT, CHACLES FORDUTY, SOMERSE FED I BRUAD & CO, Bristol BULLOUS, ROBERT, CHACLES OF SERVICE OF STREET JAN 15 S) RHOT, MANNINGTEE CHAPHAN, CHARLES, Slough Jan 16 Barrett & Son, Slough, Buoks
CRASTON, CHARLES WALTES, Mendham, Suffolk Jan 7 Block & Cultingham, Ipswich
CLARK, CHRISTOPHER, Rickford, Blagdon, Somerset, Builder Jan 29 Wood, Wrington, nr Bristol

nr Bristol
CLEGO, MANY ANN HARRIET, Liverpool Jan 20 Maguire, Liverpool
CLEGO, MANY ANN HARRIET, Liverpool Jan 20 Maguire, Liverpool
CORSTAGLE, SARAE, Staindrop, nr Darlington Jan 14 Trotter & Co, Bishop Auckland
CRANVIELD, JOHN GEORGE, Ipswich, Miller Jan 1 Turner & Co, Ipswich
Dice, Fanny, Stow on the Wold, Glos Feb 1 Hadley & Dain, Birmingham
DRODSFIELD, JOSEPH STANDRING, Colwyn Bay, Denbley Jan 9, R & L G Harries-Jones,
Oldham
ELLISON, MARY SHITH, Chester, Poulterer Jan 16 Royle & Reynolds, Chester

LINESON, MARY SHITH, Chester, Poulterer Jan 16 Royle & Reynolds, Chester

Fereday, Emily Gestaude, Moseley, Worcester Jan 25 Saunders & Co, Birmingham Fereday, Jane Ann, Moseley Jan 25 Saunders & Co, Birmingham FERDDAY, WILLIAM JOHN CALE, Moseley Jan 23 Saunders & Co, B rmingham

FREEGARD, GROEGE, Dauntsey, Wilts, Hotel Keeper Jan 31 Wood & Audrey, Chippen-GREEN, ROSE, Bispham, nr Blackpool Dec 31 Butcher, Blackpool HAWKINS, MOSES, Holbeck, Leeds Jan 16 Clarke & Co, Leeds
HUST, WILLIAM, Burton on Trent. Brewers' Foreman Jan 21 Bichardson, Burton on

HUST, WILLIAM, Burton on Trent, Brewers' Foreman Jan 21 Richardson, Burton on Trent
Jaceson, Lewis, Walesby, Notts, Grocer Jan 16 Alcock, Mansfield
JESSINGS, ABTHUR GEE, Burton on Trent Dec 31 Taylor, Burton on Trent
Lucas, Lawis, Ramsey, Essex, Farmer Jan 8 Ward & Hugh-Jones, Harwich
Macculloch, Edithe Eliza, Matheson rd, West Kensington Jan 8 Adams & Adams,
Clement's inn
Maiswaring, Ann, Cadoxton, nr Neath, Glam Feb 28 Thomas, Aberdare
Maiswaring, William, Aberdare, Engine Fitter Feb 28 Thomas, Aberdare
Marin, Elizas, Leytonstone Jan 21 Maitlands & Co, Knightider st, Dictors
Commons

Marine Mally Beckenbary, Jan 31 Colling & Colling King William et London

Mastramar, William, Beckenham Jan 31 Collins & Collins, King William st, London Bridge

BERGES
MATTHEWS, SARAH, Winterbourns, Glos Jan 5 Bush & Bush, Bristol
MATTHEWS, SARAH, Winterbourns, Glos, Jones Bush & Bush & Bush, Bristol
MORHE, MARY ASK, Holmer, Hereford Jan 18 Hounfry & Symonds, Hereford NEVELL, Maria, Walthamstow Jan 7 Griffith & Gardiner, Old Serjeant's inn, Chancery In

ORLEDGE, ANE, Chippenham, Wilts Jan 33 W J & D Awdry, Chippenham
OUVERARD, JOHN, Child's Hill, Hendon, Horticulturist Jan 30 W A & G A Brown,
Lincoln's inn fields
PROG, CHARLES, Quaradon, Derby Jan 8 Hobson & Marsden, Derby
PRILE, WILLIAM, Crowborough Jan 31 Downing & Co, Crosby sq PRETYMAN, JULIE ADELAIDE, RAMBGATE JAN 12 O & K DANIOI, RAMBGATE BICHES, JESSIE, Leigh, Lancs Jan 6 Keith, Norwich
VERNER, CHARLES AUGUSTUS, Hill st, Knightsbridge Jan 9 Ellis & Co, Albemarle st
WILLIAMP, GEORGE HEATHER, Cheltenham, Accoun'ant Jan 1 Cottam, Cheltenham
WILSON, WILLIAM, Manchester Jan 30 Minor, Manchester

WINTER, GEORGE, Old Hill, Staffs, Draper Dec 23 Cooksey & Co, Old Hill London Gazette.-Tursday, Dec 15.

L'ma'm Gasette.—TCERDAY, Dec 15.

AKERS, WILLIAM, Middlesmoor, Pateley Bridge, Yorks Dec 11 Kirby & Son, Harrogate
BENERS, HENNANN FERDINAND, Tamsul, North Formosa Jan 25 Rehder & Higgs,
Mincting In
BLACKMAN, JAMES, Weston super Mare, Beerhouse Keeper Jan 21 Smith & Sons,
Weston super Mare
BEOURET, MARY, Rye, Sussex Jan 9 Dawes & Co, Rye, Sussex
FROOKS, PRUCT WILMOT, Pall Mall Sept 9 Wrenated & Co, Queen Victoria at
CANS SERVANDE SONTERED TO SERVE SON WINDOWS AND SERVED SER

CABE, STEPHER, BOWDESS ON WINDSTRUCKS AND STEPHER, BOWDESS ON WINDSTRUCKS AND STEPHER, BOWDESS ON WINDSTRUCKS AND STEPHER, BOWDESS ON AND STEPHER STRUCKS AND STRU

Collins, Community, Old Ford rd, Bethnal Green Jan 2) Valpy & Co, Lincoln's inn

CURRALL, JOSEPH, Sheldon, Warwick, Contractor Feb 1 Lee & Co, Birmingham
DAVISON, JANE, Whitley Bay, Northumberland Jan 15 Brown & Holliday, North Shields
DONNE, JOHN STREERS, CASHIC CATY, SOmerect Jan 31 Newman & Co, Yoovil
EGHALLE, HANNEY, Berkhamstead, Herts Jan 10 Reeves & Co, Old Stroed at
EDWARD-, MARY JUDITH, Leamington rd villas, Westbourne Park Jan 19 Davidson &
CO, King st, Cheapside
FLETCHER, OBADIAN, Ecclesfield Jan 4 Neal & Co, Sheffield

FLETCHER, USADIAN, ECCIONECI JAN 4 Nesi & Co, Scuthwark st, London Bridge Filher, Enneliss, Ewell Feb 20 Simpson & Co, Scuthwark st, London Bridge Filher, Grosce Spencer, Ewell Feb 20 Simpson & Co, Scuthwark st, London Bridge FROOMS, WILLIAM, We'ford, Berks Jan 15 B & J C Pinniger, Newbury Gib'ox, William, Middlesbrough, House Agent Jan 31 Bainbridge & Barosley, Middles

GROVE, GROUGE WILLIAM, Leavington Spa, Ironmonger Feb 10 Campbell & Co, Warwick

WARWICK
HAMMOND, CHARLOTTE, Landsend, Chippenham, Wilts Feb 15 W J & D Awdry,
Chippenham
HARWOOD, AINELIE GOODWIN, Hatton garden, Oroamental Confectioner Jan 31 Pryce
Actor

Acton

Ac

JOY, SELINA, Higher Crumpsall, nr Manchester Feb 10 Lyrs, Ducay of Leadoure, Office
Leadour, Hannan, Halifax Jen 16 Riley, Halifax
Luydie, Cornalius, Cardiff, Civil Engines r Jan 16 Maclean & Handcock, Cardiff
Maclean, John William, Manchester, Hotel Manager Jan 23 Claye & Son, Manchester
Marcus, Herman William, Peckham rd Jan 20 McMillan & Mott, Clement's in
Morgan, Edwand, Aberdare, Colliery Agent Feb 15 Thomas, Aberdare
Myart, Mary, Spot Gate Inn, nr Hilderstone, Staffe Dec 29 Patterson, Longton
Nicholl, Charlington, Ardleigh, Essex Jan 30 Goody & Co, Colchester
Parkinson, Joseph Charles, Whitehall et Jan 31 Richardson & Sadlers, Golden sq.
Regent at
Parkinson, William, Skipton, Yorks Dec 30 Brown & Co, Skipton
Prieffs, Genos, Cheltenham Feb 1 Winterbotham & Co, Cheltenham
Pyr, William George, Sale, Chester, Builder Feb 13 Marriott & Co, Manchester
Rehling, Albright Wilhelm Adolff, Mark In Jan 25 Rehder & Higgs, Mincing In
Savell, Jane, Mornington rd, Leytonstone Jan 11 Evans & Co, Theobald's rd, Bedford

SAVELL, JANE, Mornington rd, Leytonstone Jan 11 Evans & Co, Theobald's rd, Bedford row
SAVELL, Edward, Mornington rd, Leytonstone Jan 11 Evans & Co, Theobald's rd, Bedford row
SHEARD, JOSATHAN, Halifax, Common Brewer Jan 11 Sey, Halifax
SMITH, GEORGE, Birmingham Jan 25 Bickley & Lynex, Birmingham
STANFORD, ALFRED JAMES, Peckham rd Jan 20 Montagu & Co, Bucklersbury
STUART, MARY GORDON, Newcastle upon Tyne Jan 16 W J S & J A S Scott, Newcastle
upon Tyne

upon Tyne Syk+s, Harstott French, Paris Jan 30 Sewell & Maugham, Lancaster pl, Strand Syrks, Harriott French, Paris Jan 30 Sewell & Maugham, Lancaster Pl, Strand Taylor, Harritz, Leicester Jan 11 Slevenson & Son, Leicester Tranz, John Kran, Kidge Hill, Liverpool, Baker Jan 4 Smith & Son, Liverpool Trassbale, John, Aiston, Cumberland, Farmer Jan 16 Blackbura & Main, Carlisle Warrier, John Henritz, Headingley, Leeds Jan 15 Heywood & Co, Manchester White, John Battersea Park rd, Battersea, Beer Retailer Jan 12 Corsellis & Berney, East hill, Wandsworth
Walker, Bichard Senior, Great Grimsby, Master Marinev Jan 39 Wilkin & Chapman, Great Grimsby
Whitzonunch, Gronge, Passy, France Jan 30 Sewell & Maugham, Lancaster pl, Strand Wilkins, Mary Ass, Lighthorne, Warwick Jan 31 Campbell & Co, Warwick
Williams, Mary Susanna Addams, Rochfield, nr Monmouth Jan 31 Strick & Co, Swansea

NWAINSEA
WOOLLEY, ELIZABETH, Leamington Spa, Warwick Jan 31 Campbell & Co, Warwick
YEO, LOUISA DIANA, Belsize rd, South Hampstead Jan 30 Benham, Laurence Pount
hill

London Gasette,-FRIDAY, Dec 18, ANDELTON, ELIZABETH, Chorley, Lanes Jan 9 Heald & Son, Wigan ASHTON, CHARLES REGINALD, Oxford Jan 31 Hazel & Baines, Oxford

BALLEY, HANKE GROOM, HARVOW JERS I HAREL & Baines, Oxford
BLOCH, JOHEN, Nürnberg, Germany, Merchant Jan 18 Flunkett & Leader, St Psul's
churchyard.
BRICK, HANKE, Rensington, Palace gdns Jan 31 Slaughter & May, Austin friars
BULL, HANKAN, Tunbridge Wells Feb 1 JJH Bull & EW Bull, c.o. Baileys & Co,
Bernerst

BULL, HANNAH, TUNDRIGGE WEITS FED I JJH Bull & E W Bull, 6.0. Daniely & C Berders at Carry, Adrian, 81 Peter's Port, Guernsey, MD Feb 1 Warder & Kirby, Winchester Carr, Hannierta Mary Louisa, Portsmouth Jan 16 Wood & Robinson, Portsmouth Cavill, Mary Any, Lyndhurst, Hants Feb 6 Gillson, Lyndhurst (Charlet, Emilt Fany Edwin Feb 1 Robins & Co, Lincoln's inn fields Chillde, Mary Any, Sundury on Thames Jan 31 Cameron & Co, Old Broad at Chillton, David George, Wolstanton Jan 18 Cooper & Co, Newcastle under Lyme Colland, William Edwin Lyme (Colland, William Edwin, Fruit Broker Jan 23 Grace & Co, Liverpool Davis, Janes, Fetham Jan 16 Garland, Queen Victoria at Croke, Exca Elizabeth, Hendon Jan 20 Child & Child, Silome & Flatcussa, Salam, Nottinghum Jan 30 Bramley, Nottingham Frabland, Rev Henry Jons, Box, Witte Dec 31 Howard & Co, Colchester Gamelus, Ranam, Enfeld Jan 31 Bromley, Blomfield at

Gamblix, Saran, Enfeld Jan 31 Bromley, Blomfield at Gambleswood, James, Halifax Jan 18 Dey, Halifax Gambook, Isabella, Bournemouth Jan 16 Loc & Co, Liverpo Griff-The, Elizabeth, Chester Jan 27 Walker & Co, Chester

GRIFFITHS, ELIZABETH, Chester Jan 27 Walker & Co, Chester
HENRIQUES, ALFRED GUTTERRY, Hove, Sussenz, Barrister at Law Jan 18 Gates, Hove
HIGHERS, FRANCIS DOUGLAS, COLUMDO, COPION, Accountant Jan 19 Thomas, Per rance
HOLMES, FREDRRICK, Shipley, Brewer Jan 30 Raley & Sons, Barrasley
JONATHER, JACKSON, Southport, Bookkeeper Jan 8 Finch & Co, Preston
JOSSELYS, ARTRUH HENEY, FORDAM Priory, Suffolk Jan 14 Josselyn & Sons, Iptwich
MANES, ALFRED, Schihull, Warwick, Jan 18 Sharpley, Schihull
Mallauten, Janes, Halewood, Farmer Jan 31 Button, Livery ool
MOORS, JANES, New Cross rd, Victualier Jan 18 Bouth & Co, Southampton st, Bloomsbury

Dury Mongaw, Richard Copz, Crescent rd, Crouch End, Publisher Jan 31 Chamberlain & Co, Stone oldgs, Lincoin's inn Monsis, Encour, Old Hill, Staffs Dec 31 Cooksey & Co, Old Hill Monsis, Jons, Cardiff, Fruit Morchant Jan 16 Plant, Bedford row Kennedy, Benjamin Edward, Hove, Sussex Jan 31 Stibbard & Co, Leadenhall at Lank, Großer, King's Heath, Worcester, Furniture Manufacturer Jan 28 Coley & Coley, Birmingham

Lee, Sarah Mandare, Stourbridge Jan 16 Harwards & Evers, Stourbridge Longbotton, Elles, Rastrick, Yorks Jan 12 Furniss & Co, Brighouse

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LYNE, JOREPH LEYCESTER, Llanthouy, Brecon, Clerk Jan 20 Fitton, Suffolk pl, Hay-

Nerts, Haust, Shipley, Yorks Jan 10 Freeman, Bradford PEREUDOGEE, LABITITA GRANT, Milton, Wilts Jan 25 Dixon, Pewsey, Wilts

READ, KEMA, Hlackpool Jan 23 Aecroft, Blackpool
ROBERTS, SUBANNEAU, Southport Jan 31 Creeke & Son, Burnley
RANDERS, SUBANNEAU, Southport Jan 31 Creeke & Son, Burnley
RANDERS, BICHARD GODDEN, Folkestone, Ship Owner Jan 23 Bradley, Folkestone
RHARD, JONATHAN, Flalifax, Common Brewer Jan 11 Dey, Halifax
BNALKWOOD, SANUEL, Nottingham. Lace Manufacturer Dec 70 Bryan, Nottingham
STRVERSON, THOMAS, Streatham High rd, Doctor Jan 18 Pontifex & Co, St Andrew st
Holbert circus

Holborn circus

Stvary. Abreux Thomas, Goring, Oxford, Captain RN Jan 20 Western & So

Emerg et. Strand

Stvary. Nika Kathlers, Goring, Oxford Jan 20 Western & Sons, Energ et. Strand

Stvary. Nika Kathlers, Goring, Oxford Jan 20 Western & Sons, Energ et. Strand

To Residence of Main. Carli TRAEDALE, JOHN. Alston. Cumberland, Farmer Jan 16 Blackburg & Main, Carliale THORNEYCROFF, JANE, Tettenhall Towers, nr Wolverhampton Feb 1 Fowler & Co, Wol-

TRORFOR, CYRIL MINSRULL, Sutton Veny, Wilts Feb 1 Hores & Co, Lincoln's inn fields

Torr, William Joseph, Floughrd, Rotherithe, Pawnbroker Feb 4 Harman & Co, Aubert park, Highbury

park, Highbury

Madoux, Heren. Torquay Jan 20 Kitaons & Co. Torquay

Makerello, Eliza. Cheltenham Jan 30 Billings, Cheltenham

Marson. Mayriem. Ruraley, Auctioneer Jan 31 Creake & Son, Burnley

Marcin. Reskau. Bittene, Southampton Jan 20 Paris & Co. Southampton

Marry. Jose Fordering Glan, Beckenbam, Contractor Jan 22 Irvine & Co. Crutched

friars, Mark in

MHITPIBLD, Marr. Bold, Lanes Jan 21 Peters, Widnes ZUMBECK, AUGUST CHRISTIAN HIFRICH, Mark In, Bierchant Jan 26 Watson & Watson Fractures et

London Gaustis.-TURSDAY, Dec. 22.

Атна, Jone, Hunslet, Leeds, Chamois Leather Manufacturer, [Jan 18] Ramsden & Son, BARNES, WILLIAM, Liverpool Jan 31 Rhodes, Manchester

Beauwoyt, Mary Ann, Barnes Jan 21 Pavne & Lattey, Leadenhall st Bell, Agarna Wynn, Murray rd, Northwood Jan 31 Chapman-Walker & Shephard,

RIRERLI, HENRY GREY, Hove, Suspex Jan 26 Field & Co., Lincoln's inn fields BROOKS, Rev TROMAS WILLIAM DELL, Bedford Jan 16 Reynolds & Son, High Wy-combe

CHARLESWORTH, SAMUEL, Newcastle under Lyme, Staffs, Farmer Jan 23 Till, New-

Colmar, Louisa, Gordeston, Suffolk Jan 25 Stuchbery, Maidenhead Cornars, William Alexandre, Piener Jen 21 Stibbard & Co. Leadenhall st Courses, Thomas, Hinton Amdrer, Hants Jan 10 Shield & Mackarness, Alrestord Coursedal

Dayrond, Jony, Knaresborough, Yerks, Blacksmith Jan 31 Kirby & Son, Harrogate Dennan, Jony, Darlington Dec 31 Steavenson & Co, Darlington Pathaelt, Mattleda, Southend on Soa Peb 6 Collyer & Davis, Abchurch In, King

Nathert, Maylida, Southend on Sea Feb 6 Coulyst & Davis, Addition in, Aing Wilsiam of Plower, Sarah, Stratford on Avon Jan 18 Field & Sons, Leamington Poorrer, Mary Housers, Rutland gate, Knight-bridge Jone 24 Ginn & Co, Cambridge Proor, Elleanstre, Harrington eq. 8t Paccras Jan 30 Mossop, Lincoln's inn fields Giller, Joseph, Parbeld, in Scuthport Feb 1 Taylov & Sons, Wigan Grary, Thomas Janes, King'a Norton, Birmingham Feb 1 Richards & Sons, Llangollen Grary, Thomas Janes, King'a Norton, Birmingham Feb 1 Richards & Co, Birmingham Hall, William Lawros, Formby, in Diversion! Feb 1 McKeens, Liverpool Hamsow, Thomas, Skipton, Yorks, Merchant Tallor Jan 30 Thompson, Skipton Hick, William, Fulfry Water, Yorks, Veterinary Surgeon Feb 4 Wood, York Javiso, Elizabeth Lavris, Reddish, Lares Feb 18 Chapman & Co, Manchester Jaris, Eccanon Grosse Edward, DD, Charterhouse Jan 16 Peacock & Goddard, South Sons, Gray's inn Joses, Perse, Gloucester Jan 30 Langley-Smith & Son, Gloucester Joses, Grosse Desey, Bristol Jan 16 Jones, Bristol Lock, Anx. Pokerdown, Bournemanth Jan 29 Mooring & Co, Christchurch, Hants Lock, Mauers, Chicago, III, U S A Feb 2 Levinson, Chicago, III, U S A Livos, William, Higher Broughton, Manchester Jan 14 Heathcote & Wobb, Manchester

Manual L. Jave, South Shields Jan 30 Grunhut & Co, South Shields

Mences, Georgiana Manua, Mostpelier, Brisfol Jan 18 Strickland & Co, Bristol

Mealus, Enzamers, Graveped Feb 1 R & F Tolburst, Gravesand

Mosarus, Sanan Any, West Boursemouth Jan 31 Peterson. Limoth's inn fields

Mosarus, Boanar Jose, Brunswick sq. Civil Engineer Jan 31 Paice & Cross, Cleens

inn

inn

NELOW, WALTER, Bootle, Lanca, Stevedore Jan 22 Leake

PREKISS, EFRIAIN TEREY, Trowbridge Jan 4 Mann & Rodway, Trowbridge

PRIERES, CLUMENTINA CHARLOTTE, Element End, Kent Feb 28 Hamlins & Co, Fleet at

PICCOTTO, DANIEL, Elgin cres, Notting Hill Jan 18 Lindo & Co, West st, Finsbury

PRUDARMA, MASY, Searborough Jan 9 Watts & Co, Searborough
RECHAMME, ROWARD, Grantley, Yorks, Tailor Jan 10 Crages, Ripon, Yorks
ROWARD, JANK, Ripon, Yorks Jan 15 Ryoth & Swan, Newcastle upon Type
SADLER, SARAS, Shrebland rd, Dalston Jen 19 Cooper & Bake, Portman et, Portman sq
BARLER, SARAS, Shrebland rd, Dalston Jen 19 Cooper & Bake, Portman et, Portman sq
BARLER, SARAS, Chambralant La Grada, Bedfont Jan 29 Robinson & Son, Black-

burn
7xart, Masy Rema, Roshester Jan 31 S Lewis-Stephenson, Vistoria et, Rochester
7xartz, Laura Gennsyn Deuwson, Frodshom, Chester Feb 7 Cornish, Liverpool
Wast, Joux, Wakesheld mews, Regent eq, Driver Jan 25 Pinnan, Pinsbury aq
Wood, Sasam Rocheston, Ravenschale rd, Stamford Hill Jan 30 Watkin & Co, New
Broad et
Worzecasty, William, Norton, Radner Jan 9 Green & Nixson, Presidign, Rander
Youris, Alexandra, Oppidans rd, Australian Morchant Jan 20 Morley, Pinsbury aq

London Gassits, -FRIDAY, Dec 25.

London Guestie. —FRIDAY, Dec 25.

LUBAN HANKEY, Mrs CARRIE, Sloane et May 1 Morten & Co. Newgate et Bird, Rills Elizabeth, Skegnes, Lincoln Jan 9 Spencer, Nothingham Booth, Henrietta, Birkdele, Lance Feb 1 Mawdaley & Hadfield, Southport Clark, Jare, Growhand rd, S Tottenham Jan 31 Fullilove & Co. Cannon et Colle, William, Lamerton, Devon, Yeoman Feb 10 Chilcott & Chilcott, Tavistock Coasbeary, Jone, Chatteris, Isle of Ely, Cambridge, Labourer Jan 30 A C & CI Maygetts, Chatteris, Isle of Ely, Cambridge, Labourer Jan 30 A C & CI Lincoln's inn fields

Lincoln's inn fields

Lincoln's nn fields
DEEDES, ENWARD SEONARD, Clifton, Bristol, Commander R. N. Jan 31. Harrisons & Winnall,
Welshpool
DESHEON, GROEGIATA, St. Michael and All Angels' Vicarage, North Kensington Jan 21.
Revres & Co., Old Broad at
DUEDES, The Command of the Command

Westminder thewesce, Datolee, Boate Feb 1 Santen & Wing, Delanay at,
Westminder St. Walworth Feb 28 Flux & Co, Leadenhall st
FDDMARS, ARRES FORD, Heaton Norris, Lancs, Coal Dealer Jan 31 Sidebotham & Sidebotham, Manchester
GEBENOOD, THOMAS, Elstree, Herts Feb 10 Jones, Ludgate hill
GEBOORF, KATE YATES, Llandudho, Carnarvon Jan 31 Cottrell & Son, Birmingham
HABBAN, Rev ADDEL, Gravency Vicarage, nr Faversham, Kent Feb 1 Tassell & Son,
Faversham

Faversham Hilton, Elizabern Phow, Havant, Southampton Feb 1 Birt & Son, Town hall chmbrs, Southwark

HILTON, ELIZABETH PROW, HAVART, SOUTHAMPTON Feb 1 Birt & Son, Town hall chmbrs, Bouthwark
HOLEWORFS, FRANCIS FREDRRICK, St Peter the Apostle, Isle of Thanet, Kent, Architect
Jan 18 Burrows & Alliree, Ramsgate
JAMES, WILBERFORGE CRONIE, KIOKO, Japan Jan 21 Thrupp & Co., Old Cavendish at
Kelbars, John, Heaton Chapel, Lanes, Merchant Jan 19 Scholes & Farrington, Manchester
Kert, William Saville, Milford on Sea, Hants Jan 24 Moore & Co. Lymington
Lavino, Genore Joseph, Whitehall court Feb 18 Ellis & Co., College bill
Laconta, Joseph Marie Martin Rene Brinsty, Lyons, France, Silk Manufacturer Jan
15 Martin & Co. King st, Guildhall
MaCISTYRE, Maria, Hove, Sussex Jan 15 Buck, Donington House, Norfolk st
Maguires, Annie Brindley, Grove 6, Draybon gdas, South Kensington, Jan 21 Reeves
& Co., Old Broad st
Mansyleid, Emma Grobeliam Christina, Egorton ter Jan 4 Crawley & Co, Arlington
st, St James's
Mattick, William James, Newport, Mon, Restaurateur Jan 24 Powell, Newport
Mielersheid, Grobe Rrows, Church rd, Briston Feb 1 Robinson, Philpot In
Nelson, Walters, Boote Lanes, Stevedore Jan 21 Leeves
& Co., Old Broad st
Nelson, Walters, Boote Lanes, Stevedore Jan 21 Leeke, Liverpool
Noisportaine, Pauline Francesca De, Rue de Berri, Paris, France Jan 21 Eceves
& Co., Old Broad st
Patershook, Edward Jason, Glifton, Bristol March 1 Berson & Co, Bristol
Patershook, Edward Jason, Glifton, Bristol March 1 Berson & Co, Bristol
Patershook, Edward Jason, Glifton, Bristol March 1 Berson & Co, Bristol

PRIVADOR DE SANA CHITCHE DE SANA CHITCHE DE SAN SE L'ARCE D'AR 21 HOUVE PRIMARO, EDWARD JASON, CHITCHE, BRISTOL MARCH, ECO, BRISTOL PHILLIPS, CINARLES, COCHAM, BRISTOL, Seed Crusher, Jan 21 Carlyon & Stephens, St. August Richards, Warm Springs, Avenue Boise, Idaho, USA Jan 30 Rickards & Nightingale, Crown et, Old Broa's st. BITTHER, GROUGE SEASTLAY, Ashburton House, Putney Heath, Surrey Jan 25 Stibbard & Co. Leadenhall st. Sandler, Eswa', Ladywood, Birmingham Jan 14 Cottrell & Son, Birmingham Siddelley, John, Altrincham Jan 25 Nicholla & Co, Altrincham Siddelley, Genora, Dismell rd, Putney Jan 16 Corsellis & Berney, East hill, Wandsworth

SLIER, GEORGE, Disraell rd, Putney Jan 18 Coreclis & Berney, East hill, Wandsworth
PRITH, EDWIN, Hastings, Furniture Dealer Feb 1 Chalinder & Herington, Hastings
SHITH, GEORGE TRIMER, Devizes, Wilt, Auctioner Jan 29 Jackson & Jackson,
Devizes
SUTTON, ANN, Ramsgate Jan 22 Gower, Tunbridge Wells
SYKES, JOHN, Bury, Lanes, Braid Manufacturer Jan 31 Pickstone & Jones, Raddiffe
TROMAS, TOK PRANCE, Coleford, Glos Jan 29 Fryer, Coleford
WALTER, WILLIAM, Manchester, Doctor of Medicine Feb 27 Stubbs & Co, Manchester
WALTERS, WILLIAM, Manchester gate, Pattern Designer Jan 30 Chapman-Walker
& Shedhard, Dover st
WATEINS, MANY ACHES, Kendal, Westmorland
Jan 23 Watson & Chorley, Kendal
WATSON, HANNAH, Wirksworth, Derby Jan 15 Macbeth, Wirksworth

London Gazette,-Tuesday, Dec 29.

Barrass, Tisorsy Allisos, Old Pittington, Durham Jan 21 Graham & Co, Sunderland Barra, Marcassy, Dovenby, Cumberland Jan 3 Lightfoot & Lightfoot, Maryport Blazzer, Willias, Sheffeld March 31 Broombesd & Co, Shedfield Bloomyrallo, William Farderick, West Tarring, Sussex March 31 Holmes, King st,

Chespeide Coxoler, Sarah Ass, Ludlow, Salon Jan 31 Weyman & Co, Ludlow Caosas, Fana, Chester sq Jan 30 Hoppoods & Dowson. Springledos Evasas, Govivairo, Surbiton, Surrey Jan 31 Sibbard & Co, Leadenhall st Krindal, Harsky, Bleadon, Someret Feb 6 Dickinson & Co, Weston super Mare Lambert, Elizabeth Emma, Newcastle on Tyne Feb 8 Wilkinson & Marshall, Newcoon Tyne

on Tyne
LOVEY, WILLIAM SAVAGE, Woburn Sands, Belford Jan 28 Sherwood & Co, Essex
at, Strand

LOVSET, WILLIAM SAVAGE, WODERN Sands, Belford Jan 26 Beew Jod & Co, Essex St, Strand and Co, Essex St. Strand and Co, Essex Strand St. Caming ton Sp., Warwick Feb 15 Davies, Leamington Prancs, Aws, Ludlow, Salop Jan 31 Weyman & Co, Ludlow Powsil, Jessert, Devynock, Brecon Jan 30 Vaughan & Harris, Crickhowell Bioganson, Adam, Chester Feb 1 Churton & Son, Chester Feb 2 Stock & Slater, Walbruss, William Ardesway, Ravenswood rd, Balham Feb 2 Stock & Slater, Walbrook

brook
Татіов, Эвовов Јони, Tunbridge Wells Feb 1 Young & Co, Essex st, Strand
Wasses, John William, Newton av, Acton Feb 8 Price & Sons, Worcester House,
Walbrook

### Bankruptcy Notices.

London Gazette, -Tunenay, Dec. 22.

ADJUDICATIONS.

AFFLACK, JAMES, Higham Persess, Northampton North-ampton Pet Dec 15 Ord Dec 15

Albames, Atomer Jours, Highwooth, Wilts, Publican Swindon Pet Dec 15 Ord Dec 15

AFFRICA, WILLIAM, JUNGWOOK, Highwater, Cornwall, Too-plate Maker Truss Pet Dec 15 Ord Dec 15

ACRES, VILLIAM, JUN, Harp alley, 8k Bride et, Gas Engineer High Court Fet Oct 21 Ord Dec 15

BAKER, JAMES, Howeverled under Lyne, Staffa, Earthenware Manufacturer Hanley Fet Oct 28 Ord Dec 17

Ballar, Hannis, Bedford sq., Whitechanel, Timber Merchant High Court Pet Nov 16 Ord Dae 17
Bullers, Fennessics, Fenry, Cornwall, Baker Trigo Pet Dae 17 Ord Dee 17
Blackwood, Tantis George, St James' pl High Court Pet See, 15 Ord Dee 18
Beoors, Manyis, Heckmondwike, Yorks, Bag Merchant Dewsbury Pet Dee 17 Ord Dee 17
Cons., Statymers, Stouth pl., Finsbury High Court Pet Oct. 22 Ord Dee, 17
Cance, Thomas, Lancaster, Smith Previon Pet Dee 18
Daver, Annus Gersony, MainAee, Newport, Monmouth, Degwiy Borough Engine or Newport, Mon Pet Dee 16
Dails, 50sm, Diffracombe, Baker Barnstaple (Pet Dee 18

DEL'IS, JOHN, Hifracombe, Baker Barnstaple (Pet Dec 18 Oct Dec 18

DIAMANDIS, THEODORS, Cricklewood, Turkish Tobacco Expert High Court Pet Oct 5 Ord Dec 18 FOSTES, DANIEL JOHN, Bridgend, Confectioner Cardiff Pet Des 17 Ord Dec 17

HEMBHAW, ABTHUR, Prince Teck bldgs, Earl's Court, Corn Chandler High Court Pac Nov 25 Ord Dec 19 Hill, Jour Rosent, Sheffield, Surgeon Sheffield Pet Nov 4 Ord Dec 19

Nov 4 Ord Dec 19
Jossa, Houn, Glanrafon, Bodychain, Tanygrisiau, Blasmau
Festiniog, Merioneth, Quarryman Portmadoe Pet
Dec 17 Ord Dec 17
Jossa, Joss, Glanrafon, Bodychain, Tanygrisiau, Blasmau
Festiniog, Merioneth, Quarryman Portmadoe Pet
Dec 17 Ord Dec 17
Jossa, Rossay, Blasmau Festiniog, Merioneth, Quarry
Bookman Portmadoe Pet Dec 17 Ord Dec 17

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Winnall, Jan 21

lahay st.

& Side gham chmbes,

Architect sh st on, Man-000 rer Jan

Recres rlington Newport

Reeves ens, St Rickarda dibbard

Wands ings ackson, adcliffe

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re rosatle Enex & Co,

Wallouse,

Mibra Corn Pet

hacco

Pot ATTY Law. Robert, Standon, Herts, Grooer Hertford Pet Dec 10 Ord Dec 18 Lavy, Assanan, Leeds, Grooce Leeds Pet Dec 16 Ord Dec 16

Dee 16
LESDLEW, FRED, Lower Broughton, Salford, Lanes, Milk
Dealer Salford Pet Dee 16 Ord Dee 19
LESSLEM, JAMES WILLIAM, Shaffield, Fish Dealer Sheffield
Pet Dee 18 Ord Dee 18
NEGOLIA, CHARLES ERNEST, Wollaston, Stourbridge, Worcontext, Commission Agent Stourbridge Pet Dee 18
Ord Dee 18
BAULARD, Navin Carpanyard, Greecer Port.

Ord Dec 18
Owes, Robert Browner, Nevin, Carnarvon, Grocer Portmadoe Pet Dec 2 Ord Dec 18
PERCHS, WT. Charch path, South Acton, Builder Brentford Pet Nov 12 Ord Dec 17
PERTORARO, ELIZABETH, Menai Bridge Inn, Lianerchymedd Argiesey, Licensed Victualier Bangor Pet Dec 19
Ord Dec 19

PRICEARD, ELIZABETH, Menai Bridge Inn, Lianerebymedd Aselessy, Licenses Victualize Bangor Pet Dec 19 Ord Dec 19

Bern. Francisco Herrary, John st. Adelphi, Architect High Court Pet June 18 Ord Dec 16

Busse, Alabert Alexan, Farnham, Builder Kingston, Berrey Pet Dec 5 Ord Dec 19

Berney Rev. Patt. Luower Victoro, Queen Vistoria st. Brin Marchant High Court Pet Oct 8 Ord Dec 19

Brian, Haad, Whitechased rd, Boot Dealer High Court Pet Dec 3 Ord Dec 19

Bino, Haad, Whitechased rd, Boot Dealer High Court Pet Dec 3 Ord Dec 19

Bino, Hany, Holloway rd. Pianoforte Mannfacturer High Court Pet Nov 14 Ord Dec 17

Brilling, Arthur William, Ledbury, Hereford, Carrier Glouceter Pet Dec 17 Ord Dec 17

Broons, John Charley, Bridge Bright Marchant Edmonton Pet Dec 17 Ord Dec 17

Broons, John Christoph, John Charley, Butcher Bradford Pet Dec 18 Ord Dec 18

Tust, Thomas, Creacent of Wood Green, Builder Edmonton Pet Dec 18 Ord Dec 18

Washaw, Thomas Charley, Birglewade, Butcher Bedford Pet Dec 18 Ord Dec 18

Washaw, Thomas Charley, Birglewade, Butcher Bedford Pet Dec 18 Ord Dec 18

Warner, Hongas, Gravene Farm, Clavering, Essex Cambridge Pet Dec 18 Ord Dec 18

Warner, Russall, Strevins Jossey, Bournemouth, Builder Poole Pet Dec 18 Ord Dec 18

Wash, Astrum Haner, Littleworth, Leicester, Builder Leicester Pet Nov 23 Ord Dec 18

Warner, Russall Strucher, Leicenter Pet Nov 19 Ord Dec 17

William, Roman Ivo, and Hannar Hannar, Littleworth, Builder Poole Pet Dec 18 Ord Dec 18

Willes, Rudders Nottingham Pet Dec 17 Ord Dec 17

William, Roman Ivo, and Hannar Hannar Markey, Bournemouth, Builder Poole Pet Dec 18 Ord Dec 18

Amended Notice substituted for that published in the

Amended Notice substituted for that published in the London Gassette of Dec 15:

LESS, CHARLES BELCHER, Stone Cross, Penkridge, Staffs, Grocer Stafford Pet Dec 8 Ord Dec 11

ADJUDICATION ANNULLED AND RECEIVING ORDER RESCINDED

CROXFORD, EMILY EDITE, Upper Parkstone, Dorset, Dressmaker Poole Pet Dec 23 Ord Dec 23
DENNIS, Roward, Westbury sub Mendip, Somerset, Carpenter Wells Pet Dec 21 Ord Dec 21
DOOKER, CHARLES, Birmingham, Fishmonger Birmingham Pet Dec 7 Ord Dec 23
GOODBY, ALDERY EDWARD, Birmingham, Electro Plate Manufacturer Birmingham Pet Dec 21 Ord Dec 21
GOTT, WILLIAM DAUNESY, Thimbleby, at Hornoastie, Lincoln, Labourer Lincoln Pet Dec 23 Ord Dec 23
HILL, HENSY, Birmingham, Grocer Birmingham Pet Dec 23 Ord Dec 23
HONEY, ROBERT COWERS, Sheffield, Painter Sheffield Pet Nov 17 Orl Dec 7
HUDSON, ALBERT, Ickecham, Uxbridge, Farmer Windsor Pet Nov 17 Orl Dec 7
HUDSON, MARTIN, High St. North Manor Park, Baker High Court Pet Dec 22 Ord Dec 22
JASTE, JOHN, Wolverhampton, Baker Wolverhampton Pet Dec 21 Ord Dec 23
HOMENG, MARTIN, Hayton, at Carliale, Farmer Carliale Pet Dec 14 Ord Dec 23
MORBEY, HENRY, Cryodon, Coal Merchant Croydon Pet Dec 22 Ord Dec 22
HOSE, OLARLES, TO'Schnham, Eicensed Victualler Croydon Pet Dec 19 Ord Dec 19
PANER, ALBERT HENRY, Ashfield, Chepstow, Stenographer Newport, Mon Pet Dec 22 Ord Dec 22
ROMARD, RALBERT, BORDONE, Newborth, Florist Poole Ord Dec 19
PICKER, TOMAR THROODER, Woodshall Sos, Láncoln, Com Dealer Lincoln, Pet Dec 22 Ord Dec 22
ROMARD, FRED, Surfiect, Lincoln, Journeyman Carpenter Peterborouph Pet Dec 23 Ord Dec 23
ROMARD, RED, Surfiect, Lincoln, Journeyman Carpenter Peterborouph Pet Dec 23 Ord Dec 23
ROMARD, ROMARD, Surfiect, Lincoln, Journeyman Carpenter Peterborouph Pet Dec 23 Ord Dec 23
ROMARD, ROMARD ROMARD, Surfiect, Lincoln, Journeyman Carpenter Peterborouph Pet Dec 23 Ord Dec 23
ROMARD, ROMARD ROMARD, Surfiect, Lincoln, Journeyman Carpenter Peterborouph Pet Dec 23 Ord Dec 23
ROMARD, ROMARD ROMARD, Surfiect, Lincoln, Journeyman Carpenter Peterborouph Pet Dec 23 Ord Dec 23
ROMARD, ROMARD RO

Amended Notice substituted for that published in the London Gazette of Dec 22:

ARTHUR, WILLIAM MURTON, Blackwater, Cornwall, Toe-plate Maker Truro Pet Dec 18 Ord Dec 18

ORDER RESCINDING RECEIVING ORDER, AND DISMISSING PETITION.

LLABORR, EDWIN HOCKING, King William st, Merchant High Court Pet Aug 8, 1907 Rec Ord Sept 27, 1907 Resc Rec Ord and Dis Pet Dec 23, 1908

PIRST MERTINGS.

ADJUDICATION ANNULLED AND RECEIVING
ORDER RESCINDED.

Faith, Thomas, Levens, Westmoreland, Butcher Kendal
Rec Ord March 27, 1895 Adjud March 27, 1893 Res
and Annul Dec 9, 1895 Adjud March 27, 1893 Res
and Annul Dec 9, 1895 Adjud March 27, 1893 Res
and Annul Dec 9, 1895 Adjud March 27, 1893 Res
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FRANCIS, GROBOL, Biggleswade, Beds, Carpenier Jan 7 at 3 Mesers Halliley and Morrison's, Mill st, Bedford HOLTRY, JOHN THOMAS, Coton in the Binas, Derby, Farmer Jan 7 at 3 Off Rec, 47, Full st, Derby HOMPHREYS, WILLIAM, Blacoan Festimloy, Mexiconeth, Miner Jan 8 at 11.30 Crypt clumbrs, Eastgate row, Chester

Chester
Jackson, Marris, High et, North Manor pk, Baker Jun 6
at 12 Bankruptcy bldgs. Carcy et
Joses, Hoos, Tanygrisiau, Blaemau Festinion, Merioneth,
Quarryman Jan 8 at 12 2 Crypt chmbrs, Eastgate row,
Chester

Chester
TRA, Jons, Tanygrisian, Blaenau Festinlog, Merioneth
Quarryman Jan 8 at 12 Crypt chunbrs, Easigate row.
Chester Onester
Jones, Rount, Blaenau Festiniog, Merioneth Quarry
Rockman, Jan 8 at 12 Crypt chmbre, Eastgate row,
Chester

Rockman Jan S at 12 Crypt emmore, Languer rew, Chotser, Fand, Lewer Browerton, Balford, Lance, Milk Dealer Jan 2 at 11 Of Rec, Byrom at, Manchester Livenam, Janes William, Sheffield, Fish Dealer Jan 7 at 12 Off Rec, Figtrees in, Sheffield, Teacher of Music Jan 5 at 11 Off Rec, 50, Mosley at, Newcastis on Tyne Mossy Husur, Croydon, Coal Merchant Jan 6 at 12 133, York rd, Westminster British, Jan 6 at 12 134, York rd, Westminster British, Licensed Victualier Jan 4 at 11.35 132, York rd, Westminster British, Licensed Victualier Jan 5 at 12, 13 and 12 and 12 and 13 and 13 and 13 and 13 and 13 and 13 and 14 and 15 a

PATONIARD, KLIZARETH, Lillamerchvmedd, Aug'esev, Licensed Victualier Jan 7 at 2.45 British Hotel, Bangor Courven, Edward, Licensed Victualier Jan 7 at 2.45 British Hotel, Bangor Courven, Edward J. Baron's ct, West Kensington 'Jan 8 at 11 Bankrundey bidga, Carey at Sursson, George Darlivsorov, Fenchurch av Jan 7 at 2.50 Bankrundey bidga, Carey at Trourson, Isaac, Brierley Hill, Staffs, Butcher Jan 4 at 12.15 115, High 8t, Bochester Treasure, Thomas, Brackley, Ironmonger Jan 5 at 12 1, St Aldates, Octor Olders, Ironmonger Jan 5 at 12 1, St Aldates, Octor Charles, High st, Depti sel, Baker Jan 6 at 2.30 139, York rd. Westminster B idge Warner, Albert Trours, Edward, Bedy States Jan 6 at 2.30 139, York rd. Westminster B idge Warner, Albert Trours, Charles & Morrison's office, Mill st. Bedford Warson, Albert Trours, Clavering, Essex, Labourer Jan 9 at 12 Off Rec 5, Pettr Cary, Cambridge Wilkies, Romers Iro, and Harshert Hamosup, Plumitree, Notiz, Brilders Jan 8 at 11 Off Bec, 4, Castle pl, Park st. Nottinghum Williams, Groome, W rosster Boutman Jan 8 at 11 Off Rec, Cambridge junction, High st, Portsmouth

ADJUDICATIONS.

ADJUDICATIONS.

ADDLEY, WILLIAM, Herne Common, Herne, Kent, Baker Canbrbury Pet Dec 21 Ord Dec 21 ADKIN, WILLIAM ROSENT, SOUthampton, Tailor Southampton Pet Dec 12 Ord Dec 23 AURYON, MOSES, Yealdon, York, Grocer Leeds Pet Dec 21 Ord Dec 23 BAILEY, Thomas, Church Stretton, Salop, Painter Shrewsbury Pet Dec 16 Ord Dec 23 BOWLES, BROAM GROGET GRANVILLE, Great Yarmouth, Grocer Great Yarmouth Pet Dec 21 Ord Dec 23 BRADLEY, ALBERT EDWARD, Searborough, Accountant Scarborwagh Pet Nov 25 Ord Dec 25 CHILVERS, EDWARD SEWARD, Simmingham, Baker Brimingham Pet Dec 22 Ord Dec 25 CHILVERS, EDWARD MARIER Limooln Pet Dec 23 Ord Dec 25 Charley, John Chester ter, Barking, Boot Dealer High Court Pet Nov 25 Ord Dec 25 Charles, John Chester ter, Barking, Boot Dealer High Court Pet Nov 25 Ord Dec 25 Collines, John Harry, Leicester, Tailor Leicester Pet Dance On Dec 25 Ord Dec 25 Collines, John Harry, Leicester, Tailor Leicester Pet Dance On Dec 25 Ord Dec 25 Collines, John Harry, Leicester, Tailor Leicester Pet Dance On Dec 25 Ord Dec 25 Collines, John Harry, Leicester, Tailor Leicester Pet Dance On Dec 25 Ord Dec 25 Collines, John Harry, Leicester, Tailor Leicester Pet Dance On Dec 25 Ord Dec 27 Collines, John Harry, Leicester, Tailor Leicester Pet Dance On Dec 25 Ord Dec 27 Collines, John Harry, Leicester, Tailor Leicester Pet Dance On Dec 25 Collines, John Harry, Leicester Pet Dec 25 Collines Dec 27 Coll

COLLINS, JOHN HENRY, Leicester, Tailor Leicester Pet Dec 23 Ord Dec 23

Choxrono, Enter Epira, Upper Parkstone, Dorset, Dress-maker Posle Pet Dec 23 Ord Dec 23

ELLECTT, GROBGE, King William st, Company Promoter High Court Pet Oct 6 Ord Dec 23

FRENKEL, JULIUS, Bassishaw House, Basinghall st, General Merchant High Court Pet Aug 13 Ord Dec 23

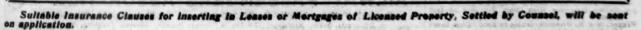
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GOODEY, ALBERT EDWARD, King's Norton, Worcester,
Klectro Plate Manufacturer Birmingham Pet Dec 31
Ord Dec 22

WILLIAM DAUBSEY, Ingleby, Lincoln Lincoln Pet

GOTT, WILLIAM DAUBERY, Ingleby, Lincoln Lincoln Pet Dec 23 Ord Dec 23
GOW, HORAGE KEAY, Surbition, Surrey, Solicitor Kingston, Burrey Pet Vec 7 Ord Dec 23
HILL. HERRY J. Berkenham, Kent, Bootmaker Croydon Pet Nov 4 Ord Dec 19
JACKSON, MARTIN. Bigh at, North Manor Park, Baker High Court Pet Dec 22 Ord Dec 22
JAFFE, JOHN, Wolverhampton, Baker Wolverhampton Pet Dec 21 Ord Dec 21
LUPPOID, ALBERS, BOURDEMONTH, Florist Poole Pet Dec

High Court Fet Dec 2 Ord Dec 21
LUDFORD, ALBREY, BOULDEMOUTH, Florist Poole Pet Dec 23 Ord Dec 21
LUDFORD, ALBREY, BOULDEMOUTH, Florist Poole Pet Dec 23 Ord Dec 23
Moss. Charles, Broadwater rd. Tottenham, Licensed Victualier Croydon Pet Dec 19 Ord Dec 19
PARKES, ALBREY HEWRY, Ashfield, Chepstow, Stenographer Newport, Mon Pet Dec 20 Ord Dec 22
PRANCE, GROSED BOONS OSBENTS, Mincing In, Merchant High Court Pet Aug 10 Ord Dec 18
PRANCEO, FRANKE DEWARD, Whiseonsett, Norfolk, Butcher Norwich Pet Dec 5 Ord Dec 22
PICKERISO, FENDRAICK, Finehurst, Woodhall Spa, Lincoln, Corn Dealer Lincoln Pet Dec 22 Ord Dec 23
PICKERISO, FENDRAICK, Finehurst, Woodhall Spa, Lincoln, Corn Dealer Lincoln Pet Dec 22 Ord Dec 23
RICHARDSON FENDRAICK, Finehurst, Woodhall Spa, Lincoln, Corn Dealer Lincoln Pet Dec 22 Ord Dec 23
RICHARDSON FERDRAICK, Finehurst, Woodhall Spa, Lincoln, Corn Dealer Lincoln Pet Dec 23 Ord Dec 23
RICHARDSON FERDRAICK, Finehurst, Woodhall Spa, Lincoln, Carpenter Peterborough Pet Dec 23 Ord Dec 23
RICHARD, LIRAKL, Henseage et, Whitechapel, Milk Contractor High Court Pet Dec 5 Ord Dec 22
TERMINIER, RAPFAREER, Kendal, Ice Cream Vendor Kendal Pet Dec 22 Ord Dec 23
RICHARDS, ELLEN BRATTRICE, Cardiff, Printer Cardiff Pet Nov 16 Ord Dec 23
RILES, P. Orpington, Kent, Gabinet Maker Croydon Pet Dec 5 Ord Dec 22
RIVERS, P. Orpington, Kent, Gabinet Maker Croydon Pet Dec 5 Ord Dec 22
ADJUDICATION ANNULLED, RECEIVING ORDER PERGUTURED AND PETUTON DIBMISSED.

ADJUDICATION ANNULLED, RECEIVING ORDER RESOUNDED, AND PETITION DISMISSED.

DICKERSON, RALPH FREDERICK, St Andrews rd, West Kensington. Journalist High Court. Pet Sept 7, 1905
Bec Ord Oct 20, 1905 Adjud Nov 10, 1906 Res, Annul
and Dis Pet Dec 18, 1908

Lendon Gasette,-Tuesday, Dec 29 RECEIVING ORDERS.

Avery, Jone Ton, Mere, Wilts, Builder Salisbury Pet Dec 28 Ord Dec 23 Bownes, Stanley, Oakengates, Salop, Boot Factor Madeley Pet Dec 28 Ord Dec 23 Braker, Kars, Manchester Manchester Pet Dec 23 Ord Dec 28

Northampton, Farmer Northampton Pet Dec 2 Ord

GRAHAM, JAMES ROBERT DOWGLAS, GRAYS IAN II Edmonton Pet Sept 29 Ord Dec 21 OLIVER, ROLAND JAMES, Moxley, nr Bilston, Staffs, Rope Manufacturer Walsall Pet Dec 21 Ord Dec 21

#### FIRST MEETINGS.

BOWLER, STANIET, Oakengates, Salop, Boot Factor Jan 6 at 11 County Court Office, Madeley Clarke, Lydea, Lencoln, Tailor Jan 14 at 11 Off Rec, 31, 80 verset, Lincoln Tailor Jan 14 at 11 Off Rec, 31, 80 verset, Lincoln Culling, Lieut E C, West Lydford, Somerset Jan 6 at 11.30 Off Rec, 38, 8 aldwin st, Bristol Dennis, Eoward, Westbury sub Mendip, Somerset, Carpenter Jan 6 at 11.40 Off Rec, 38, 8 aldwin st, Bristol Goff, William Daussex, Ingleby, Linco, Labourer Jan 14 at 11.30 Off Rec, 31, 8 liver st, Lincoln Mickelle, Charles Berney, Woldston, Stuurbridge, Wordsteinmpton & Dudlaton, Stuurbridge, Dudlaton, Stuurbridge, Dragor Dealer Jan 6 at 19.30 Off Rec, 31, Winckley st, Preston Yates, Janes Stuurbridge, Movershampton st, Dudley Alm 6 at 12 Off Rec, 139, Wolverhampton st, Dudley

#### ADJUDICATIONS,

ADJUDICATIONS.

ADLAR, DAVID, Westbourne ter, Hyde Park High Court-Pet Nov 9 Ord Dec 24
AVERY, JOHN TON, Mere, Wiltz, Builder Salisbury Pet Dec 23 Ord Dec 23
BWILES, STANLEY, Oakengafes, Balop, Boot Factur Macelev Pet Dec 23 Ord Dec 23
BREAKEY, KATS, Ardwick, Manchester Manchester Pet Dec 23 Ord Dec 23
HEDROY, ALENET EDWARD, Ickenham, Unbridge, Farmer Windsor Pet Mov 19 Ord Dec 23
JOHER, JOHN ROBERT, Berhead-, Carastron, Boot Maker Bangor, Pet Dec 1 Ord Dec 24
OLIVAS, BOLARD JANKA, Moxley, nr Bilston, Staffs, Rope Manufacturer Wainall Pet Dec 21 Ord Dec 22
PARSONAGE, ALERET EDWARD, Creighton rd, South Esling, Builder Beentford Pet Aug 7 Ord Dec 23
SCHEWERS, JAOOS I, Rood in High Court Pet Nov 10
Ord Dec 24
HION, JOS, Hollowsy rd, Pianoforte Manufacturer High Court Pet Oct 27 Ord Dec 24
VALTER, JOHER, Southampton row, Photographic Art Galley, Proprieter Eigh Court Pet Nov 33 Ord Dec 24
VESTY, W J B, Whitshall, Dealer in Land High Court Pet Oct 22 Ord Dec 24

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